



**DEPARTMENT (Cluster)**  
**TECHNICAL SERVICES**  
**DIRECTORATE (Unit)**  
**Road Infrastructure Management**  
**DIVISION**  
**Roads and Stormwater Maintenance**

**PROCUREMENT DOCUMENT : Infrastructure (SAICE GCC)**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekwini Municipality website](#)

**Contract No:** 34366-1M

**Contract Title:** SURFACE REPAIRS TO ROADS, SIDEWALKS AND TRENCH RE-INSTALLMENTS AS AND WHEN REQUIRED IN THE NORTH CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS

**Estimated CIDB:** Grade: 5      Class: CE

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 09 April 2026.

**Meeting Location:** A compulsory Clarification meeting will be held on 24 March 2026 at  
**Date, Time:** Engineering Training Centre, No 8 Electron Road, Springfield, Durban, 4091 at 09h00am

**Queries can be addressed to:** Name: Mfundo Dlamini  
**The Employer's Agent's:** Tel: 031-322-8343  
**Representative:** eMail: [Mfundo.dlamini2@durban.gov.za](mailto:Mfundo.dlamini2@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

An **electronic submission** is also to be made via the eThekwini Municipality **JDE System (SSS Module)** (see Tender Data: C.2.13).

**JDE Queries Contact:** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date/ Time:** **Friday, 17 April 2026** 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 **Director:** **Roads and Stormwater Maintenance**

Date of Issue: **25/02/2026**

Document Version 01/07/2025

**FOR OFFICIAL USE ONLY**

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

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## PART T1: TENDERING PROCEDURES

### T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to **undertake surface repairs to roads, sidewalks and trench Re-in statements as and when required in the North-Central region of eThekwini municipality for 24 months.**

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekwini Municipality as represented by: Deputy <b>Director: Roads and Stormwater Maintenance</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekwini Municipality Website</b> : <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <b>5 CE</b> (or higher).	C.2.1.2
<b>Clarification Meeting</b>	<b>A compulsory Clarification meeting will be held on 24 March 2026 at Engineering Training Centre, No 8 Electron Road, Springfield, Durban,4091 at 09h00am</b>	C.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Name: Mfundo Dlamini</b> <b>Tel: 031-322-8343</b> <b>eMail: Mfundo.dlamini2@durban.gov.za</b>	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b>  An <b>electronic submission</b> , via the eThekwini Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>Friday, 17 April 2026</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

<b>CIDB B.U.I.L.D. Programme Standards</b>	
CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Not Applicable</b>
CIDB Standard for Developing Skills through Infrastructure Contracts	<b>Not Applicable</b>



## 5) **Tender documentation**

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to or included in the documentation are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

## 6) **Submission of tender offers**

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

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

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). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

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: C.2.15**.

## 7) **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) Section 14(4): ETM Supplier Database**

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality’s 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](http://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) Section 20(1)(d)(i): Audited Financial Statements**

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

##### **3) Section 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: MBD 5**

##### **4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)**

Tenderers are to refer to **Returnable Form: 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) Section 21.2: Tender Validity**

Tenders are to remain valid for twelve (12) months after the expiry of the original tender validity period unless the Municipality is notified, in writing, of anything to the contrary.

**6) Section 28(2)(d), Section 28(2)(h) and Section use 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: Compulsory Enterprise Questionnaire**.

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.

**7) Section 28(2)(f), and 52.5.13: 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: Joint Venture Agreements**.

**8) Section 49.1.2: Complaints and Objections (Appeals)**

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the Complaint.

**CIDB**

**Regulation 25(8)**

- 9) 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"**.

**B.U.I.L.D. Programme**

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

## **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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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.

#### **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

*1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.

##### **C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the **Tender Data**.

##### **C.1.3 Interpretation**

C.1.3.1 The **Tender Data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 Communication and employer’s agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the **Tender Data**.

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p>	<p>which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p><b>C.2.2 Cost of tendering</b></p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2.1 Accept that, unless otherwise stated in the <b>Tender Data</b>, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p><b>C.1.6.3 Proposal procedure using the two stage-system</b></p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p><b>C.1.6.3.1 Option 1</b></p>	<p><b>C.2.3 Check documents</b></p>
<p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the <b>Tender Data</b>, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p><b>C.1.6.3.2 Option 2</b></p>	<p><b>C.2.4 Confidentiality and copyright of documents</b></p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the <b>Tender Data</b>, and award the contract in terms of these conditions of tender.</p>	<p><b>C.2.5 Reference documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p><b>C.2 Tenderer's obligations</b></p>	<p><b>C.2.6 Acknowledge addenda</b></p>
<p><b>C.2.1 Eligibility</b></p>	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the <b>Tender Data</b>, in order to take the addenda into account.</p>
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the <b>Tender Data</b> and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria</p>	

<p><b>C.2.7 Clarification meeting</b></p> <p>Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the <b>Tender Data</b>.</p>	<p>tenderer. All signatories to the tender offer shall initial all such alterations.</p>
<p><b>C.2.8 Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the <b>Tender Data</b>.</p>	<p><b>C.2.12 Alternative tender offers</b></p> <p>C.2.12.1 Unless otherwise stated in the <b>Tender Data</b>, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.</p>
<p><b>C.2.9 Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the <b>Contract Data</b>. The tenderer is advised to seek qualified advice regarding insurance.</p>	<p>C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b>Tender Data</b> or criteria otherwise acceptable to the employer.</p> <p>C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.</p>
<p><b>C.2.10 Pricing the tender offer</b></p> <p>C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the <b>Tender Data</b>.</p> <p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p> <p>C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the <b>Contract Data</b>.</p> <p>C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the <b>Tender Data</b>. The conditions of contract identified in the <b>Contract Data</b> may provide for part payment in other currencies.</p>	<p><b>C.2.13 Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the <b>Contract Data</b> and described in the scope of works, unless stated otherwise in the <b>Tender Data</b>.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the <b>Tender Data</b>, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b>Tender Data</b>. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>
<p><b>C.2.11 Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the</p>	

<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p>the requirements of these conditions of tender apply equally to the extended deadline.</p>
<p>C.2.13.6 Where a two-envelope system is required in terms of the <b>Tender Data</b>, place and seal the returnable documents listed in the <b>Tender Data</b> in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p><b>C.2.16 Tender offer validity</b></p>
<p>C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the <b>Tender Data</b>.</p>	<p>C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b>.</p>
<p>C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p>	<p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.</p>
<p>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the <b>Tender Data</b>.</p>	<p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
<p><b>C.2.14 Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>	<p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
<p><b>C.2.15 Closing time</b></p>	<p><b>C.2.17 Clarification of tender offer after submission</b></p>
<p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b>. Accept that proof of posting shall not be accepted as proof of delivery.</p>	<p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
<p>C.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason,</p>	<p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i></p>
	<p><b>C.2.18 Provide other material</b></p>
	<p>C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer,</p>

<p>the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>	<p>notify all tenderers who collected tender documents.</p>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p>
<p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b>.</p>	<p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</p>
<p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b>.</p>	<p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p> <p><b>C.3.2 Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	<p><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b>Tender Data</b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p><b>C.2.22 Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b>.</p>	<p><b>C.3.4 Opening of tender submissions</b></p> <p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the <b>Tender Data</b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
<p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b>.</p>	
<p><b>C.3 The employer’s undertakings</b></p>	
<p><b>C.3.1 Respond to requests from the tenderer</b></p>	
<p>C.3.1.1 Unless otherwise stated in the <b>Tender Data</b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and</p>	

<p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b>, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>	<p><b>C.3.8 Test for responsiveness</b></p>
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>
<p><b>C.3.5 Two-envelope system</b></p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p>
<p>C.3.5.1 Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.</p>	<ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b>, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p><b>C.3.6 Non-disclosure</b></p>	<p><b>C.3.9 Arithmetical errors, omissions and discrepancies</b></p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p><b>C.3.7 Grounds for rejection and disqualification</b></p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in:             <ul style="list-style-type: none"> <li>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## 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.

### C.1: GENERAL

#### C.1.1 **The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:  
Deputy **Director: Roads and Stormwater Maintenance**

#### C.1.2 **Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** are identified in **Section C1.2.1**. 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>

#### C.1.4 **Communication and employer's agent:**

The Employer's Agent is:

Name: Simphiwe Xulu  
Tel: 031-311-6403  
eMail: Simphiwe.xulu@durban.gov.za

The Employer's Agent's Representative is:

Name: Mfundo Dlamini  
Tel: 031-322-8343  
eMail: Mfundo.dlamini2@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.

#### C.1.6 **Procurement procedures:**

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

## C.2: TENDERER'S OBLIGATIONS

### C.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.

#### C.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, or
  - 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 **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- (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.
- (d) The following documentation is to be completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive:**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - 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: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - T2.2.12: Central Supplier Database (CSD) Report.
  - T2.2.13: CIDB Registration and Status.

#### C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23: Certificates** and **Returnable Document: T2.2.13: 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.

**C.2.1.3 Eligibility: Tenderer’s Experience**

Tenderers are to complete and sign **Returnable Form T2.2.16: Eligibility: Experience of Tenderer**.

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 C.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 **49**.

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

<b>Table 1: Experience Requirement</b>
A minimum 3 Contract(s), with works of a similar nature, within the past 10 years, where the <u>combined value of completed work</u> is at least 70% of the tender value submitted for this tender on the <b>Form of Offer (C1.1.1)</b> .

<b>Table 2: Works of a Similar Nature</b>
<ul style="list-style-type: none"> <li>• Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:                             <ul style="list-style-type: none"> <li>○ Asphalt roadway and sidewalk surfacing</li> <li>○ Road rehabilitation and milling projects</li> <li>○ Asphalt Road Rehabilitation</li> <li>○ Concrete paving repairs</li> </ul> </li> </ul> <p>Refer to elements on page 52.</p>

<b>Table 3: Documentation / Information Requirements</b>				
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 <b>See Note 1.</b>	X	X	-	-
Letter of Award OR Form of Offer & Acceptance <b>See Note 2.</b>	-	-	X	X
Most recent Payment Certificate (with Quantities summary), OR Invoice (with Quantities summary). <b>See Note 3.</b>	X	-	X	-
Final Payment Certificate (with Quantities summary), OR Invoice (with Quantities summary). <b>See Note 4.</b>	-	X	-	X
Completion Certificate. <b>See Note 5.</b>	-	-	-	X
Scope of Work <b>See Note 6.</b>	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. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
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.

**C.2.2.2 The cost of the tender documents:**

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website.**”

### C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.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**.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.

Failure of the Tenderer to comply with the requirements of the addenda WILL result in the tender submission being made non-responsive.”

### C.2.7 Clarification meeting:

**A compulsory Clarification meeting will be held on 24 March 2026 at Engineering Training Centre, No 8 Electron Road, Springfield, Durban,4091 at 09h00am**

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.

### C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer’s Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer’s Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

### C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

### C.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.

The **Tender Offer** (hard copy) is to be delivered to the following **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. : **34366-1M**
- Contract Title : **SURFACE REPAIRS TO ROADS, SIDEWALKS AND TRENCH RE-**

## **INSTATEMENTS AS AND WHEN REQUIRED IN THE NORTH CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

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**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be the governing submission.

The Tender documentation, issued by the eThekwini Municipality (refer to **Tender Data: C.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 are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.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: C.2.15**.

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

### **C.2.15 Closing date and time:**

The closing time is:

- **Date** : **Friday, 17 April 2026**
- **Time** : **11h00**

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

### **C.2.16 Tender offer validity:**

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

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

### **C.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 a printout of the required documents/ certificates at the back of their tender submission.

### **SARS Tax Compliance Status – PIN Issued**

Reference is to be made to **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

### **Central Supplier Database (CSD)**

Reference is to be made to **Returnable Document T2.2.12: CSD Registration Report**.

The entities **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 T2.2.13: 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/> ).

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.

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

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> )

### **B-BBEE Status Level of Contribution Certificate**

Tenderers are referred to **Returnable Document T2.2.6: MBD 6.1: Preference Points Claim** for the B-BBEE Certificate requirements. Notwithstanding the completion of Returnable Document T2.2.6, should no B-BBEE Status Level of Contribution Certificate be returned no points for Preferential Procurement will be deemed to have been claimed.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector. The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million may present an affidavit OR a certificate issued by the CIPC OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

### C.3: THE EMPLOYER'S UNDERTAKINGS

#### C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

#### C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the **eThekwini Municipality Website** (refer to **Tender Data: C.1.2**).

#### C.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 P&SCM Boardroom, 6<sup>th</sup> Floor, (Municipal 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>

#### C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

#### C.3.11 Evaluation of Tender Offers:

##### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

##### Functionality

**FUNCTIONALITY** will not be used in the evaluation of tenders.

##### Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

**Price Points**

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

**80/20 Procurement System**

or

**90/10 Procurement System**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**Preference Points**

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: 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: **50%**

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**.

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>
<b>Race: Black</b>	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	7
	Equals 100%	10

**Maximum Ownership Goal Points:** 10

<p><b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the Tenderer's status)</p> <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• 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).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>
---

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

Goal Weighting: **50%**

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	4
Kwa Zulu Natal	7
eThekweni Municipality	10
<b>Maximum Goal Points:</b>	10
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the Tenderer’s status) <ul style="list-style-type: none"> <li>• CSD report</li> </ul>	

**C.3.13 Acceptance of tender offer:**

In addition to the requirements of **Tender Data: C.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) 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.
- (e) 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.
- (f) 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 the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

**C.3.15 Complete adjudicator’s contract:**

Refer to the **Conditions of Contract** and the **Contract Data**.

**C.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 the **Tender Data: C.2.13**.

## **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

### **T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekwini Supply Chain Management Policy.

In terms of Section 49 of the Ethekwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

**EThekwini Municipality**  
**FNB – 631 6574 6331**  
**Reference Number: Use the Contract Number**

### **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:

- 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**

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T2.2.2 Certificate of Attendance at Clarification Meeting/ Site Inspection .....	30
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T2.2.4 MBD 5: Declaration for Procurement Above R10 Million (if applicable) .....	33
T2.2.5 Contracts Awarded by Organs of State in the past 5 years .....	34
T2.2.6 MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7) .....	35
T2.2.8 MBD 8: Declaration of Bidder's Past SCM Practices .....	37
T2.2.9 MBD 9: Certificate of Independent Bid Determination .....	39
T2.2.10 Declaration of Municipal Fees .....	40
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**Contract Part:** The Tenderer is required to complete following forms:

C1.1.1 Form of Offer .....	53
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C2.2 Bill of Quantities .....	65

**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.

**Tenderers are to include, at the back of their tender submission, a printout of their SARS “Tax Compliance Status – PIN Issued” certificate.**

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 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting for Contract **34366-1M** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

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

Name: .....	Name: .....
Signature: .....	Signature: .....
Capacity: .....	Capacity: .....

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

Name: .....

Signature: .....

Date: .....

**T2.2.3 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**<sup>1</sup>.
- 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.

3.8 Are you presently in the service of the state?	Circle Applicable		
	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px 10px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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:**

.....

**T2.2.4 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 <b>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.</b>		
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.  SEE Returnable Document T2.2.5		
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:** .....



**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals. Reference is to be made to the Tender Data: C.3.11.**

**1.0 GENERAL CONDITIONS**

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2.0 ADJUDICATION USING A POINT SYSTEM**

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

**3.0 POINTS AWARDED FOR PRICE**

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

**80/20 Procurement System**

or

**90/10 Procurement System**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS**

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

<b>80/20 Preference Points System</b> The Specific Goals to be allocated points in terms of this tender:	<b>Maximum Number of points ALLOCATED</b>	<b>Tenderer's Number of points CLAIMED</b>
<b>Ownership Goal:</b> Race (black)	10	
<b>RDP Goal:</b> The promotion of South African owned enterprises.	10	
<b>Total CLAIMED Points (maximum 20)</b>	<b>20</b>	

**5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION**

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

**Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims.**

*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:** .....

**T2.2.8 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](http://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](http://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**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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**<sup>1</sup> 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**).<sup>2</sup> 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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **34366-1M**  
**SURFACE REPAIRS TO ROADS, SIDEWALKS AND TRENCH RE-INSTATEMENTS AS AND WHEN REQUIRED IN THE NORTH CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of: .....

that:

(continued on next page)

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 consortium<sup>3</sup> 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 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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 eThekwinI 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:** \_\_\_\_\_

**T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

Reference is to be made to Clauses C.2.1(e) and C.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:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

- 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:** \_\_\_\_\_

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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.

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

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

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

Note: the printout will contain more than one page.

The screenshot shows the CSD Registration Report form. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green banner with the text 'CSD REGISTRATION REPORT'. The main section is titled 'SUPPLIER IDENTIFICATION' and contains a table of fields:

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 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:** \_\_\_\_\_

\_\_\_\_\_

**T2.2.13 CIDB REGISTRATION AND STATUS**

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c)**.

The **Tender Data: C.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.

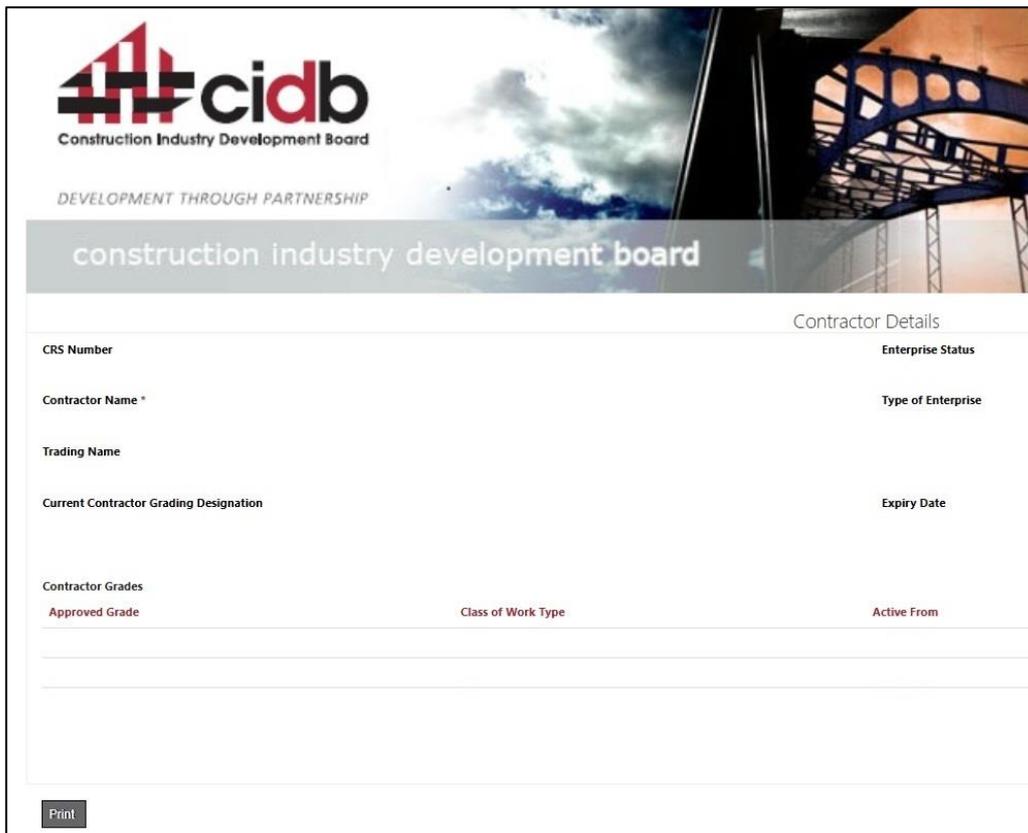
The required class of construction work is specified in the **Tender Data: C.2.1.2**.

**The date of obtaining the printout is to be printed on the printout.**

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button. Note: the printout may contain more than one page.



**Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status.**

*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 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: **34366-1M** 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.

**T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS**

Reference is to be made to the **Tender Data: C.2.6.**

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:** \_\_\_\_\_

## **T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER**

Reference is to be made to the **Tender Data: C.2.1.3**.

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 **Tender Data: C.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 the Tender Data: C.2.1.3.**

### **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”
<b>SUBMISSION #1</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	
<b>SUBMISSION #2</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	
<b>SUBMISSION #3</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> 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 #1**

Reference is to be made to the **Tender Data: C.2.1.3.**

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

<b>Experience as a:</b>	Sub-Contractor:		Main Contractor:	
-------------------------	-----------------	--	------------------	--

<b>Client/ Employer OR Main Contractor's Details</b>  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

<b>Contract Details</b>	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	y	
Tendered Value (Contract Sum) OR Sub-Contract Value:	<b>R</b>	Final Contract Price OR Final Value of Sub-Contract:										<b>R</b>

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

<b>Which Works Type(s) best describe the project?</b>					
asphalt roadway surfacing				milling	
sidewalk construction/repair				concrete paving repairs	
major parking areas				access road upgrades	
OTHER: provide a description of the type of project				road rehabilitation projects	

<b>Which Works Element(s) were included in the project?</b>					
asphalt roadway surfacing				milling	
sidewalk construction/repair				concrete paving repairs	
major parking areas				access road upgrades	
OTHER: List works elements included in project				road rehabilitation projects	

Confirmation of documentation submitted is to be recorded on Page 49.

*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 **Tender Data: C.2.1.3.**

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

<b>Experience as a:</b>	Sub-Contractor:		Main Contractor:	
-------------------------	-----------------	--	------------------	--

<b>Client/ Employer OR Main Contractor’s Details</b>  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															

<b>Contract Details</b>	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								

<b>Contract Scope-of-Work (Type of Project and Works Elements):</b>			
<b>Which Works Type(s) best describe the project?</b>		Pedestrian Bridge	
asphalt roadway surfacing		concrete paving repairs	
sidewalk construction/repair		access road upgrades	
major parking areas		road rehabilitation projects	
OTHER: provide a description of the type of project			
<b>Which Works Element(s) were included in the project?</b>		Reinforced concrete construction.	
asphalt roadway surfacing		concrete paving repairs	
sidewalk construction/repair		access road upgrades	
major parking areas		road rehabilitation projects	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on **Page 49.**

*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 #3**

Reference is to be made to **Tender Data: C.2.1.3.**

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

<b>Experience as a:</b>	Sub-Contractor:		Main Contractor:	
-------------------------	-----------------	--	------------------	--

<b>Client/ Employer OR Main Contractor’s Details</b>  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

<b>Contract Details</b>	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	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):**

<b>Which Works Type(s) best describe the project?</b>		milling	
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			

<b>Which Works Element(s) were included in the project?</b>		milling	
asphalt roadway surfacing		concrete paving repairs	
sidewalk construction/repair		access road upgrades	
major parking areas		road rehabilitation projects	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on **Page 49.**

*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:** \_\_\_\_\_

\_\_\_\_\_

**ART C1: AGREEMENT AND CONTRACT DATA**

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

**C1.1.1: OFFER**

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

Contract No: **1M-34366**

Contract Title: **SURFACE REPAIRS TO ROADS, SIDEWALKS AND TRENCH RE-INSTALLMENTS AS AND WHEN REQUIRED IN THE NORTH CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

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

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

**\* The 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 fulfil 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*) : : .....



## **C1.2: 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 3<sup>rd</sup> 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](mailto: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.

#### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

##### **1. GENERAL**

The Special Conditions of Contract (SCC) form an integral part of the contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The Clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

##### **2. SCC 9.2 TERMINATION OF CONTRACTS (in addition to clause 9.2.4)**

Should it appear to the Head of the Department concerned that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the contract at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then in any such events, the Head of the Unit, may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case report the matter to the Bid Adjudication Committee.

The terminations of contracts awarded via the Bid Adjudication Committee are to be approved by the Bid Adjudication Committee. The contractor shall be responsible for any loss the Council may sustain by reason of such action as may be taken in terms of this clause.

##### **3. SCC 5 CONTRACT PERIOD (clause 5.14.8)**

The contract period is intended to be 36 months or the tendered sum, whichever comes first.

##### **4. SCC 5.4.4 SITE LOCATION (in addition to clause 5.4)**

The head of the department reserves the right to interchange or transfer the successful contractor to any of the various regions within eThekwin Municipality to undertake work of the same nature at the tendered rates should there be a need for the successful contractor to undertake work.

## 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 **24 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 eThekwin Municipality as represented by:  
Deputy Head: **Roads and Stormwater Maintenance**
- 1.2.1.2 The address of the Employer is:  
Physical: **Engineering Unit, 166 K.E Masinga Road, Durban, 4001**  
Postal: **Engineering Unit, P O Box 68, Durban, 4000**  
Telephone: **031 311 7428**  
Fax: **N/A**  
E-Mail: **thanda.zulu@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: **Simphiwe Xulu**  
Physical: **25 Archie Gumede Place, Durban, 4001**  
Postal: **Engineering Unit, P O Box 68, Durban, 4000**  
Telephone: **031311 6403**  
Fax: **N/A**  
E-Mail: **simphiwe.xulu@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 Division (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)
- Sub-contracting Implementation Plan (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor 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 Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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

5.3.3 Add the following paragraph:

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

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

5.8.1 The **non-working days** are **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 10000.00** (per Day).

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

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

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

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

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

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

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

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

6.8.2 **Contract Price Adjustment Factor:** The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (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 **2024 = 100**.

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

6.8.3 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 **RUBIS Asphalt South Africa 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%**.

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

6.10.3 **Retention Money:** Delete the word “selected”.

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

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

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

**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil.**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20,000.**

**Principal’s own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council’s own surrounding property: **R500,000.**
- Maximum first excess: **R 10,000.**

**Insurance of Works**

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

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

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

<b>Contract Price</b>	<b>First Loss</b>
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. "

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

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

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

### C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

#### C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

#### C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy “The use of CLOs and Local Labour”. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any **persons who reside within Ward(s) where work will be undertaken**. 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%** owned by Black People. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified subcontracting 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

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

- Category of Employment

<p><b>Category A:</b> Employed as Local Labour for this contract only  <b>Category B:</b> Temporarily employed by the Contractor  <b>Category C:</b> Permanently employed by the Contractor</p>
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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.

## **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 C.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 7 pages. The pages are numbered page 1 of 6 to page 6 of 6.

**PART C3: SCOPE OF WORK**

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**C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

**C3.1.1 Description of Works**

The project involves the repair of roads, sidewalks, the construction and/or repair of access hardenings and trench reinstatements within the eThekweni Municipality. The work will be carried out (under traffic) where necessary and were ordered by the Engineer and includes the following: -

1. Preparation work as requested by the Engineer.
2. Raising of services where necessary.
3. Major and minor road patching repairs and trench reinstatements in roadways and sidewalks, including pothole repairs and holding/maintenance measures.
4. Supply of all materials and precast products.
5. Removal of all rubble associated with the works.
6. Cleaning of the site on completion of each works order.

**Risks associated with the works**

In addition to traffic related risks as stipulated in clause PS 10 of this specification the contractor is advised on some other risks associated with different surface treatments applicable in this contract in order to make allowances for such in the Health and Safety Plan.

**a) Asphalt**

Risks associated with:

- Use of plant and equipment.
- Working with hot mix asphalt.
- Exposure to dust and bitumen fumes that could affect general workers' respiratory systems if proper protection is not provided.
- Prolonged exposure to hot weather and sun.
- And other significant safety risks.

**b) Raising of services**

Risks associated with:

- Opening of closed chambers (gas emission).
- Use of heavy plant and equipment.
- And other significant safety risks.

**c) Response Times**

Roads and Stormwater Department has the following response times to the various aspects of the work within the context of this contract:

<b>WORK DESCRIPTION</b>	<b>SERVICE LEVEL</b>
<b>POTHOLES</b>	<b>48 HRS</b>
<b>ROAD REPAIRS</b>	<b>10 WORKING DAYS</b>
<b>REINSTATEMENT OF TRENCHES</b>	<b>10 WORKING DAYS</b>
<b>SINKHOLES</b>	<b>24 HRS</b>
<b>SIDEWALK REPAIRS</b>	<b>10 WORKING DAYS</b>
<b>BROKEN KERBS</b>	<b>10 WORKING DAYS</b>

### **C3.1.2 Description of Site and Access**

The roads to be repaired are located within the North Central region of eThekweni Municipality. The work will be spread throughout the region at random/various locations.

Note: The operational regions are highlighted on the locality plan included with this document.

#### **Site Boundaries**

The site of the works shall consist of all the separate areas associated with the work to be constructed/maintained/repared under this contract, including the entire road reserve, road junctions and intersections, and special works as defined by the limits of construction, plus such additional length of road that is necessary for the erection of road signs on the approaches to the works.

### **C3.1.3 Nature of Ground and Subsoil Conditions**

N/A

## **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:

[Detail any factors which may affect the programming of the project]

- (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) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (eg. to accesses).
- (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.

**PS.4 SEWERS**

**PS.4.1 Blockage of Foul Water Sewers**

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

**PS.5 STORMWATER**

**PS.5.1 Blockage Stormwater Sewers**

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

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

No work to Telkom / Neotel Plant is envisaged, but the Tenderers attention is drawn to the fact that Telkom / Neotel copper cables and fibre optic cables are existing in the contract area.

**PS.8 CCTV PLANT**

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:

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.

### **C3.3: STANDARD SPECIFICATIONS**

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

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
EB	Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EJ	Concrete Interlocking Block Surfaces		
S	Reinstatement	March	1993

### C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

#### INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS EB	Graded Crushed Stone
PS ED	Road Asphalt
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS S	Reinstatement

#### PAYMENT CLAUSES

**N.B: Tenderer is to note that it is a requirement that photographic evidence/pictures are provided as proof of works undertaken. These are to include before and after pictures as well as pictures of the works being undertaken and completed works. Tenderers are to include for this requirement in the rates tendered.**

#### SECTION 1: PRELIMINARY AND GENERALS

##### PS.AA.8 Contractors Fixed Obligations

This item covers all the necessary initial fixed obligations of the contractor including but not limited to insurances, initial supply of equipment.

To cover contractors fixed obligations to undertake the said work. Payment shall be made as follows:

50% - on the first payment certificate (provided the contractor has established on site and commenced work to the engineers satisfaction).

35% - when the contract is 50% complete in terms of contract value.

15% - on the final payment certificate (end of project).

##### PS.AA.9 Contractors time related Obligations

To cover contractors time related obligations to undertake the said work. Payments shall be made on monthly basis i.e. the contractor must have been issued with an instruction and executed work in that particular month.

#### **PS.AA.12 Provision for a Community Liaison Officer**

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

#### **PS.AB.10 Contractors superintendence**

The tendered rate shall include full compensation for the provision of suitable, adequate and continuous site supervision (qualified site agent and foreman), transportation, and communication requirements for the month that the contractor is physically on site.

### **SECTION 2: ASPHALT SURFACE REPAIRS**

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

(a) *Category B*

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

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with minimum two layers of the wearing course layer to a final thickness of 160mm. After compaction the surface of the patch shall be flush with the adjacent road surface.

(b) *Category C*

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

The surface of this newly laid crusher run layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with a 80mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(c) *Category D*

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

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with a 50mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(d) *Category E*

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

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with a 25mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(e) *Extruded Asphalt Haunch*

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

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

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

(a) Patching/Pothole

In the areas to be patched the existing asphalt sides shall be saw cut vertically to the specified depth, be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with asphalt in layers (as per category specified in bill of quantity) . After compaction the surface of the patch shall be flush with the adjacent road surface.

The existing asphalt pavement which requires patching will be marked by the Engineer. Tendered rates shall include for removal of the insitu layers to spoil and trimming of all sides by any acceptable method of trimming (eg. saw cutting), supplying, applying prime/tack coat as required and supplying and laying of asphalt surface(as per thickness specified in bill of quantity) to the patch or pothole . The unit of measurement shall be in square metres (m<sup>2</sup>)

**PS.ED.11. Saw cutting on asphalt.**

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

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

**PS.ED.12. C.P.M.” trench reinstatement**

The above work falls under the Department’s “Capacity Process Management” (C.P.M.) initiative. The work involves the reinstatement of trenches excavated by the eThekwin Water Services (EWS) or Water Department or any other services provider that are given permission to trench, in roads and sidewalks throughout the eThekwin Municipality.

The trenches that require reinstatement under this item would be found backfilled to finished road level (by the EWS) with 2 x 150 mm layers of compacted G2 crusher run, as the uppermost construction. The sequence of patching activity therefore under this section will be as follows:-

- (i) Remove compacted crusher run as per asphalt thickness required in terms of road category and remove from site.
  - (a) Category ‘A’ remove 240 mm crusher run.
  - (b) Category ‘B’ remove 160 mm crusher run.
  - (c) Category ‘C’ remove 80 mm crusher run.
  - (d) Category ‘D’ remove 50 mm crusher run.
  - (e) Category ‘E’ remove 25 mm crusher run.
- (ii) Recompact top of crusher run surface.
- (iii) Remove all loose material by sweeping.

- (iv) Trim all sides of the existing asphalt surface to a true vertical line.
- (v) Paint (apply) the vertical sides of the existing asphalt surface and top of existing crusher run with bitumastic emulsion @ 0.6l/m<sup>2</sup>
- (vi) Supply, place and compact asphalt in layers not exceeding 80 mm thick (after compaction) to 98% Mod. AASHTO as required per road category.
- (vii) Remove spoil and clean-up site.

**The Unit of measurement shall be in square metres (m<sup>2</sup>)**

#### **PS.ED.5.1.1 Weed killer**

The unit of measurement shall be square metres (m<sup>2</sup>) of the area to be paved and the rate shall cover the supply and two applications of weed killer as instructed by the engineer.

#### **A4.3.6.2 Milling machine**

The milling machine shall be capable of milling out either bituminous surfacing layers or unstabilised/stabilised pavement layer materials, or a combination of both simultaneously, to the depth specified in the Contract Documentation or as instructed by the Engineer.

The direction and speed of the milling machine and the speed of rotation of the milling drum shall be adjustable to deliver the required material properties. The machine shall be capable of making a neat vertical cut at the outer edges when milling. The Contractor shall inspect the milling machine's cutting tools, also known as picks, regularly and replace them as required whenever uneven or ineffective milling occurs, or when the gradation of the milled material is adversely affected.

The milling machine shall be equipped with a self-loading conveyor belt which can be easily removed and installed and adjusted for slope and direction.

#### **A4.3.7.4 Milling**

Before milling may be commenced, the surface of the existing road shall be cleaned of all vegetation, dirt, recent fuel spillage, road studs and any other foreign material.

Where the milled material is to be re-used in road pavement layers, the Contractor shall execute trial milling on the various materials to be milled. Trial milling shall consist of milling one strip not longer than 40 m. Trial milling shall not be required for material that is to be milled to spoil or re-used for general filling purposes. During the trial milling, the Contractor shall vary the speed of the milling machine, the speed of rotation of the milling drum and the milling depth, to select the desired optimum milling operation parameters to provide the required material quality and to prove that the milling machine is fit for purpose. The Engineer shall instruct the depth of milling the layer(s) after the trial milling.

Care shall be exercised to avoid damage to any concrete elements such as bridge expansion joints and joint nosings, manholes, kerbing, kerb inlets and any other roadside furniture during the milling and the excavation. Damage caused to any element forming part of the permanent works shall be repaired at no cost to the Employer.

The floor of a milled excavation shall have an even texture without any loose local areas. Loose areas shall be remedied as specified in the Contract Documentation or as instructed by the Engineer.

The floor of a milled excavation shall be tested in the longitudinal direction with a 3,0 m straight-edge, and in other directions with a straight-edge of such length as fits between the longitudinal sides of the excavation. The surface of the milled area shall not deviate by more than 7,0 mm from the bottom edge of the straight edge.

#### **A4.3.7.5 Safety at milled excavations**

Milled excavations shall not be trafficked unless it is necessary to temporarily accommodate traffic. When shallow milled excavations need to be opened to traffic then all loose material shall first be removed, and all longitudinal and transverse joints caused by the milling excavation shall be tapered where the difference in level between the floor of the milled excavation and the existing road surface exceeds 25 mm. Transverse joints shall be tapered at a slope of 1,0 mm vertical to 20,0 mm horizontal. Longitudinal joints shall be tapered

at a slope of 1,0 mm vertical to 5,0 mm horizontal. The tapers shall either be formed by cutting back the joint edges to the specified slope or by constructing a suitable asphalt wedge, which shall be bonded to the cleaned joint with a bituminous bond coat.

#### **A4.3.7.6 Removal of asphalt material**

Reclaimed asphalt material shall be removed separately from the existing road, either by excavating and breaking down the asphalt material into blocks using conventional road building equipment, or by milling off the asphalt material.

Where only part of the asphalt is to be milled off, the area to be milled shall be demarcated and the milling depth shall be specified. Milling shall not exceed the demarcated width by more than 50 mm or the specified depth by more than 5,0 mm.

Where the asphalt consists of layers of various mixes or grades, the results of the supplementary investigation will assist in deciding on the most appropriate milling strategy, namely whether to mill different asphalt layers separately (split milling), or to mill multiple asphalt layers together, or selective milling of non-compliant layers that must be discarded.

Contamination of the asphalt with underlying material, or unwanted damage to the underlying layer, during milling shall be avoided. The Contractor shall adjust and carefully control the depth of milling to prevent this by full time monitoring of the milled floor behind the milling machine.

Where the material is contaminated by the actions of the Contractor, it shall be replaced with other approved material at no cost to the Employer.

#### **A4.3.7.13 Spoil of material**

Material from the milling and/or excavations of existing road materials that is non-compliant for the earthworks and pavement layers or material that is not required for further use shall be loaded and hauled directly to approved spoil sites.

Paving blocks, and road edging not suitable for further use or that are not required in future construction shall be loaded and hauled to approved spoil sites. Services structures, and asphalt and concrete material on sidewalks in urban areas shall also be spoiled.

Spoil sites are to be identified by the Employer or by the Contractor.

The unit of measurement shall be the metre of saw-cut. The length in each depth range shall be measured and paid separately.

The quantities shall be measured from the authorised length of saw-cut, and the depth specified or instructed by the Engineer.

The tendered rates shall include full compensation for saw-cutting the material.

Where asphalt and the underlying layer(s) are both to be saw-cut and the asphalt is less than 50 mm thick, separate measurement and payment shall not be made for the asphalt saw-cutting in item C4.3.4.1. The asphalt thickness shall then be added to the thickness of the material in items C4.3.4.2 and/or C4.3.4.3 as applicable.

The unit of measurement shall be the number of milling machines provided on the site, or the number of times a milling machine is brought onto the site where it had to be removed temporarily with prior approval. De-establishment and subsequent re-establishment shall also only be measured if undertaken with prior approval.

The tendered rates shall include full compensation for establishment and for de-establishment of the milling machine.

Payment for returning the machine to the site after removal shall be made only where the removal was in accordance with the Contractor's approved programme of work and not for any other reason. Payment shall not be made for replacing any defective plant.

Payment shall also not be made for moving the milling machine around on the site.

The unit of measurement for items C4.3.6 and C4.3.7 shall be the cubic metre of material milled from the existing pavement.

The quantities shall be computed in accordance with the authorised dimensions of the excavation. When instructed, split milling and removal of the different existing asphalt layers shall be measured individually.

The tendered rates for item C4.3.6 shall include full compensation for demarcating the excavation, for milling (excavating) the material, for loading and hauling to a site identified by the Contractor, and for spoil or re-use by the Contractor. All haul costs shall be included in the tendered rates of item C4.3.6.

The tendered rates for item C4.3.7 shall include full compensation for demarcating the excavation, for milling, loading, hauling and off-loading the material at a site designated by the Employer. Haul shall be measured from the point where the material is loaded to where it is off-loaded.

Trial milling shall be measured and paid for under items C4.3.6 or C4.3.7, and no separate payment shall be made for it.

The unit of measurement shall be the cubic metre of milled material.

The quantities shall be measured in place on the existing road before the excavation commences.

The tendered rates shall include full compensation for milling out and loading the material.

Trial milling shall be measured and paid for under item C4.3.8, and no separate payment shall be made for it.

#### **A9.1.3.4 Weather limitations**

Asphalt may be mixed and placed only under favourable weather conditions and shall not be mixed or placed when rain is imminent or during misty or wet conditions. The following wind and temperature conditions shall be applicable:

- 6°C and temperatures are rising with an allowable wind velocity of less than 25 km/h
- 10 °C with an allowable wind velocity of less than 55 km/h for layers paved > 30 mm thick
- 10 °C with an allowable wind velocity of less than 25 km/h for layers ≤ 30 mm thick

With falling air temperature, paving shall cease when the air temperature reaches 6 °C regardless of the wind velocity and may not be restarted before the temperature is definitely rising.

Where specifically ordered by the Engineer for emergency safety or traffic accommodation reasons, paving operations shall comply with the recommendations listed in: Sabita Manual 22: Hot Mix Paving in Adverse Weather.

The mixing and placing of asphalt shall not be permitted under the following conditions:

- The moisture content of the aggregate affects the uniformity of mix temperature
- Free water is present on the working surface, or if
- The moisture content of the upper 50 mm of a granular base layer exceeds 50 % of the optimum moisture content, as determined by the Engineer.

Immediately after a rainy spell on an existing partly cracked and/or highly permeable surfacing and/or primed base resulting in the trapping of moisture in the pavement structure. In such case the base shall be allowed to dry out to meet the above moisture content requirements prior to placing the asphalt layer.

#### **A9.1.3.5 Surface requirements**

Immediately before applying the specified bond coat the surface shall be broomed and cleaned of all loose or deleterious material before commencing with any paving. Where the prime coat (if any) has been damaged, it shall be repaired by hand brushing or spraying priming material over the damaged portions, which shall be allowed to cure prior to commencing paving. Where the surfacing is to be constructed on bridge decks, the concrete deck shall be thoroughly cleaned by washing and brushing to remove all loose material and curing compound and then allowed to dry prior to application of the specified bond coat.

The base or the subbase, as the case may be, (after the prime coat has been applied), shall be checked for smoothness and accuracy of grade, elevation, cross section as well as any visible damage. Any portion of the base or subbase layer not complying with the specified requirements shall be corrected with asphalt at the Contractor's own expense, until the specified requirements are met. The Engineer may however, in his sole discretion, allow minor surface irregularities to remain, provided that the final asphalt layer conforms to the requirements of the specification.

The asphalt used for the correction of the base or subbase, shall be the same mixture as specified for the surfacing, or as directed by the Engineer. The maximum size of aggregate used in the mix shall be dictated by the maximum required thickness of the correction layer in each case.

Notwithstanding these provisions, the Engineer reserves the right to order the removal and reconstruction of the layer, or of portions of the layer not complying with the specified requirements instead of allowing the correction of substandard work with asphalt material.

The prime coat shall be dry before further bond coats or layers are applied. No work shall commence with the application of the bond coat and/or the paving without the approval of the Engineer.

#### **A9.1.6.7 Vehicles**

The asphalt shall be transported from the mixing plant to the spreader in tip trucks that are in good condition having no oil leaks. They shall have tight, clean smooth beds and sides that have been treated to prevent adhesion of the mixture to the truck bodies. A thin film of soapy water, vegetable oil or approved release agents may be used to prevent adhesion, but petroleum products shall not be used for this purpose. The truck bins shall be designed to tip asphalt into the paver's hopper without spillage.

To minimize temperature loss, all vehicles used for transporting asphalt to the site shall be fitted with appropriate bin covers. Where the expected transport, and or, storage time of the asphalt is expected to exceed one hour in the truck, the use of thermal asphalt covers (canvas covers not acceptable) shall be obligatory.

#### **A9.1.6.8 Material transfer vehicle**

Where so specified, and provision thereof is included under Measurement and Payment, asphalt shall be transferred from the haul trucks into the paver hopper by means of a materials storage and transfer vehicle and no material shall be tipped directly from the truck into the paver with the exception of paving in restricted areas.

The materials storage and transfer vehicle shall be capable of storing and transferring the asphalt from truck to paver to ensure continuous paving. It shall contain an anti-segregation auger that remixes the asphalt just prior to delivery to the paver hopper in order to ensure a mix of uniform temperature.

#### **A9.1.6.9 Mass-measuring device for asphalt mixes**

Where payment per ton is specified, the Contractor shall keep available, at the mixing plant or on the site, a suitable calibrated mass-measuring device for measuring the mass of asphalt being delivered. The device shall be provided with a means of electronically recording and printing the type of mix, the mass, the time and the date. The printed data shall be submitted to the Engineer.

#### **A9.1.6.10 Milling machine**

Where so required and scheduled, the Contractor shall provide a suitably sized milling machine to mill off existing asphalt on bridge decks and or to mill an appropriate keyway at the approaches to bridge structures. The size of the milling machine shall be such as to allow milling adjacent to bridge nosings and any joints without damaging them. The milling machine shall be paid when is working, the rate per day will not apply if the milling machine is not working.

#### **A9.1.6.10 (a) Tack coat**

The surface of the newly milled layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m<sup>2</sup> to the bottom and the sides and then patched with a paver.

#### **A9.1.7.4 Transporting of asphalt**

The mixture shall be transported from the mixing plant to the works in trucks complying with the requirements of Clause A9.1.6.7. Deliveries shall be made so that paving and rolling of all the mixtures prepared for a day's production, can be completed during daylight hours, unless artificial lighting, as approved by the Engineer, is provided. Any asphalt that has become cold or wet due to rain, or any other cause, shall be rejected. Hauling over asphalt that has not cooled to ambient temperature shall not be permitted.

#### **A9.1.7.6 Placing the asphalt**

The mixture shall be delivered to the paver in such a manner that the paving will be as continuous as possible with minimal stopping. Any lengthy delay in supply resulting in the asphalt mat cooling to below the appropriate compaction temperatures shall require that a construction joint be formed prior to recommencing with the paving operation.

The temperature of the mixture shall be controlled by measuring in a random pattern in the truck immediately before emptying and shall not be more than 10°C below the minimum mixing temperature, or above the maximum mixing temperature specified in Table A9.1.7-1. The adjustment of the screed, tamping bars. Feed-screws, hopper feed, etc., shall be checked frequently to ensure uniform spreading of the mix. If segregation or tearing occurs, the paving operations shall immediately be suspended until the cause is determined and corrected.

The addition or removal of material behind the paver shall not be allowed and the paver shall be capable of spreading the mixture to the levels that will provide the specified compacted thickness

Only minimal hand-working of the gap graded asphalt shall be permitted after discharge from the paver and before rolling and shall only be carried out with wooden spreaders. Workmen shall not be permitted to walk on un-compacted open graded asphalt.

Unless otherwise approved, paving shall commence at the bottom of the grades and the lower edges of super-elevated curves where the grades are steeper than 5 %.

Paving widths shall be so planned that longitudinal joints do not coincide with joints in lower layers of asphalt base, paver laid crushed stone bases or within the wheel paths of a lane.

Continuity of placing is especially important for open graded asphalt. Cutting of longitudinal joints shall be avoided when paving open-graded asphalt but where cutting is essential, only saw cutting shall be permitted. The existing layer edge shall be heated by approved means in order to ensure adequate longitudinal bonding of the asphalt between the two lanes.

Unless otherwise specified in the Contract Documentation the paver shall be equipped to provide automatic control of levels and cross section.

The mixer capacity and the operating speed of the paver shall be so coordinated so as to ensure continuous laying and thus avoid intermittent stopping of the paver.

Paving shall cease when rain starts falling or when the surfaces to be paved are visibly wet.

In all cases, including levelling courses, the paver shall be provided with approved skid beams with electronically controlled equipment that can ensure a constant cross-fall and can even out local irregularities. Asphalt shall be placed in restricted areas with the aid of smaller specially equipped pavers, hand tools or other approved equipment. All the requirements with respect to temperature, mix composition, uniformity, in-place properties etc. shall remain applicable but layer thickness and control shall be such that the requirements for compaction and surface tolerances can still be achieved.

#### **A9.1.7.7 Compaction**

The compaction requirements for each mix type shall be in accordance with the requirements listed in the relevant Sabita Manuals as listed in Clause A9.4.2 for the specific mix type prescribed. The sequence of rollers used in compaction shall be at the discretion of the Contractor provided that the completed pavement shall meet the required compaction, profile, and surface texture as specified. The paved layer shall be compacted as soon as possible after it has been laid by a combination of vibratory, static steel-wheeled and or pneumatic-tyre rollers in a sequence determined and approved during the laying of trial sections. Rolling shall commence, and be continued, only for so long as it is effective and does not have any detrimental effect.

Only steel-wheel rollers (non-vibratory) shall be permitted for the compaction of stone mastic asphalt as well as semi-open and open-graded mixtures, although rubber tyre rollers may be on standby if required. During rolling the roller wheels shall be kept moist with only sufficient water or an approved release agent to avoid picking up the material. The use of petroleum products or excesses of releasing agents (soap) to prevent pick-up shall not be permitted. The use of vibratory rollers shall not be permitted on bridge decks.

Rolling shall commence from the edges of the paved mat and progress towards the center. On areas of super elevated curves, or where the cross-fall exceeds 2 %, rolling shall commence on the low side and progress to the higher side, uniformly lapping each preceding track. During breakdown-rolling the rollers shall move at a slow but uniform speed (not to exceed 5,0 km/h) with the drive roller nearest the paver, unless otherwise specified on account of steep gradients.

Except for mixtures using warm mix asphalt technology, no movement of the asphalt layer shall occur under steel wheel rollers once the asphalt temperature has dropped to below 100°C.

For thin layer asphalt (less than 30 mm) the compaction requirements shall be in accordance with the method statement as assessed and approved in the accepted trial sections.

For open graded (Porous) asphalt the degree of compaction can be controlled indirectly by means of in-situ permeability tests calibrated during the trial section and by visual evaluation of the aggregate to prevent crushing.

The Contractor shall utilize an appropriate and calibrated nuclear gauge for process control during compaction operations. Notwithstanding this requirement, the acceptance control carried out to determine compaction shall still be based on cores taken from the compacted layer where the layer thickness is appropriate.

#### **A9.1.7.12 Asphalt temperature before opening to traffic**

Newly paved asphalt shall not be opened to traffic until its surface temperature, as measured using a digital thermometer, has decreased to 50oC or less.

#### **A9.1.8.2 Dimensional tolerances – overlays**

Where asphalt is being placed for the purposes of rehabilitation or overlays, the following requirements shall be applicable, as relevant:

- a) When the overlay is constructed to specified levels on a layer that has also been constructed or milled to specified levels by the Contractor, all the tolerance requirements of Clause A9.1.8.1 shall be applicable.
- b) When the overlay is constructed to specified levels on an existing layer, or on a layer which has been constructed or milled by the Contractor, but which has not been constructed, or milled, to specified levels, all the tolerance requirements of Clause A9.1.8.1 shall be applicable, except for Clause A9.1.8.1c), which relates to thickness.
- c) When the overlay is not constructed to specified levels, the following tolerances shall apply:

The outer edges of the overlay shall nowhere be more than 15 mm inside or outside the lines shown on the drawings, or existing surface, and shall be parallel to the road centre line.

The minimum thickness shall be the specified nominal thickness.

The maximum thickness shall be the specified nominal thickness + 10 mm.

In the case of surfacing bridge decks, the difference in level between the new asphalt and any existing adjacent bridge joint or nosing shall not exceed 3,0 mm.

### **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&A 1993 Safety Specification  
(26 Pages)

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

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### **C3.5: CONTRACT AND STANDARD DRAWINGS**

#### **C3.5.1 CONTRACT DRAWINGS / DETAILS**

List the drawings here

#### **C3.5.2 STANDARD DRAWINGS**

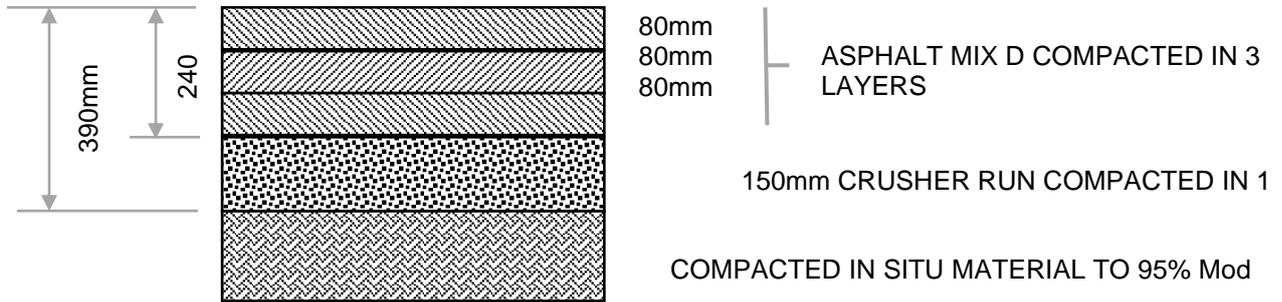
The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

<b>Dwg No</b>	<b>Description</b>	<b>Date of Issue</b>	
38578	Concrete Median Barriers	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990

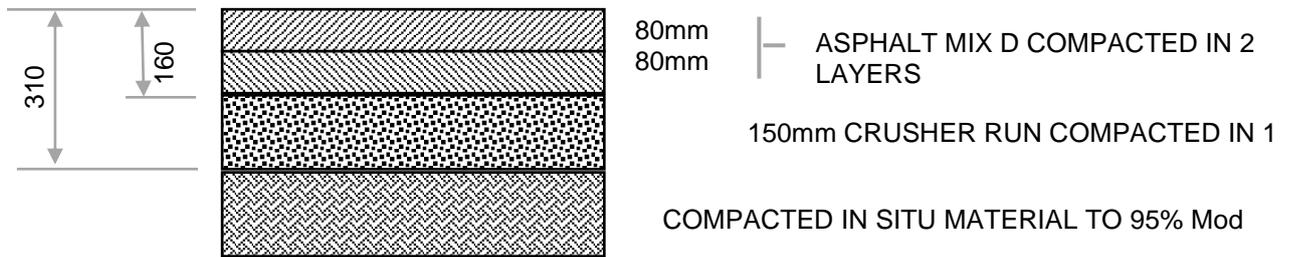
**C3.6: ANNEXURES**

**C3.6.1 Road Maintenance**

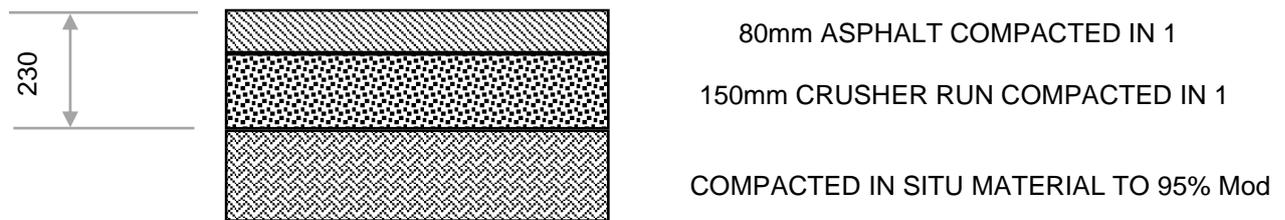
**CATEGORY 'A' (ARTERIAL) 390 mm**



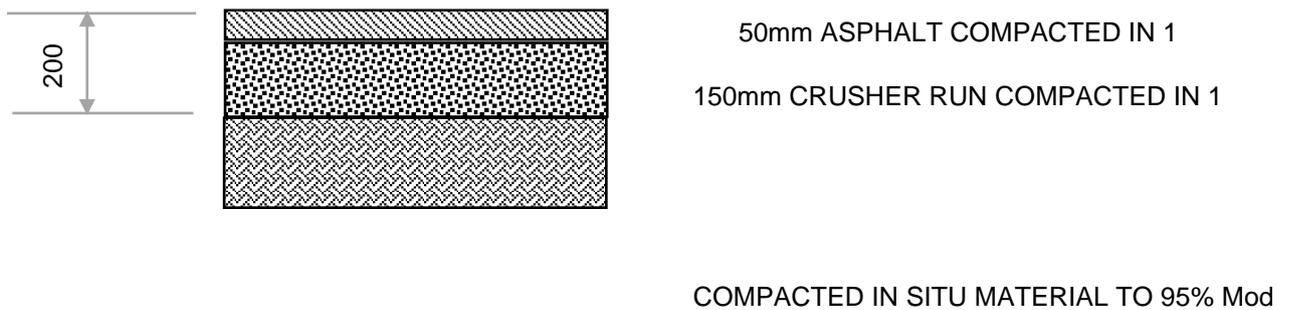
**CATEGORY 'B' (BUS ROUTE) 310 mm**



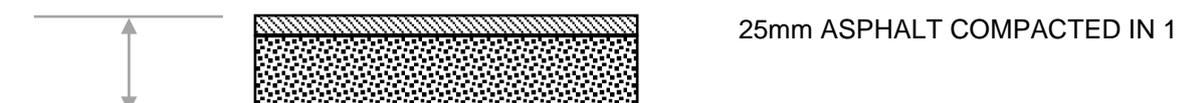
**CATEGORY 'C' (STANDARD RESIDENTIAL) 230 mm**



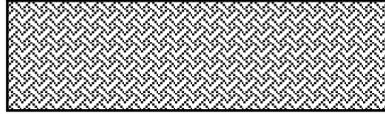
**CATEGORY 'D' (LIGTH RESIDENTIAL AND ACCESS HARDENING) 200 mm**



**CATEGORY 'E' (SIDEWALK) 125 mm**



125



100mm CRUSHER RUN COMPACTED IN 1  
COMPACTED IN SITU MATERIAL TO 95% Mod

**C3.6.1.2 The following annexures have been attached:**

1. Site based base line risk assessment
2. Site specific health and safety specification

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

Insert Locality plan here

### **C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

### **C4.3 TEST RESULTS**

There are no specific test results.