



CLUSTER

Human Settlement, Engineering, and Transportation

UNIT

Engineering

DEPARTMENT

Development Engineering

PROCUREMENT DOCUMENT: INFRASTRUCTURE

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

Contract No: 2V-31559

Contract Title: Provision of Incremental Services to Informal Settlements within the Western Region: Protea: Access Roads, Footpaths and Associated Stormwater Control (Ward 103/8)

Est. CIDB Grade/ Class: 3 CE

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: Sportsground along Benares Road, Botha's Hill
[GPS Coordinates: 29° 45' 10.39"S 30° 45' 22.07"E] on Monday, 08 May 2025 at 10h00, there will be a site visit thereafter.

Queries can be addressed to: Contact person: Nathaniel Chetty
The Employer's Agent's: Tel: 031 311 6369/ 082 786 0820
Representative: eMail: Nathaniel.chetty@durban.gov.za. Answers to questions will be uploaded 27 May 2025.

TENDER SUBMISSION

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

Tenderers are also required to make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)**.

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

JDE Queries Lindo Dlamini
Contact:

Tel: 031-322-7133 / 031-322-7153
Email: suppliers.selfservice@durban.gov.za

Closing Date/ Time: Friday, 06 June 2025 at 11h00

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Development Engineering

FOR OFFICIAL USE ONLY

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

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**

Tenderers are hereby invited to submit their bids for Contract 2V-31564 - Provision of Incremental Services to Informal Settlements within the Western Region: Protea: Access Roads, Footpaths and Associated Stormwater Control (Ward 103/8) for a period of 6 months.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Development Engineering	F.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 3 CE (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Sportsground along Benares Road, Botha's Hill [GPS Coordinates: 29° 45' 10.39"S 30° 45' 22.07"E] on Monday, 08 May 2025 at 10h00, there will be a site visit thereafter.	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Contact person: Nathaniel Chetty Tel: 031 311 6369/ 082 786 0820 eMail: Nathaniel.chetty@durban.gov.za	F.2.8
Submitting a Tender Offer	The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . <ul style="list-style-type: none"> • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data 	F.2.13
Closing Time	The Tender offer ("hard copy") shall be delivered, and the electronic copy submission completed, both on or before Friday, 06 June 2025 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

T1.1.2: INFORMATION REGARDING THE ETHEKWINI SUPPLIER SELF SERVICE JDE MODULE

This Section (T1.1.2) is for information purposes only. Compliance requirements are stated in **Part T1.2: Tender Data**.

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za>.
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
 >Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
 The following information is required:
 - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

Assistance with using the JDE System

The following SCM Official(s) can be contacted in connection with any queries regarding the use of the **JDE System**:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

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.

Submission of tender offers

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

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

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

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

Viewing the Tender opening schedule

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

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

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

T1.1.3: NOTICE TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

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

The following is to be noted:

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

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

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

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

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

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

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

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

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

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

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

6) Clause 28(1)(e): Joint Ventures (JV)

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

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

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

CIDB Regulation 25(8) (if applicable)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

Conditions of Tender

8) F.3.8: Test for Responsiveness

In this regard, Tenderers are referred to **Clause F.3.8 of the Tender Data**.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

Parts 1-3.

- Any other eThekwini Policy documents referenced in the Tender Documents.

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

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

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

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

Contact person: Nathaniel Chetty

Tel: 031 311 6369/ 082 786 0820

eMail: Nathaniel.chetty@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 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 submission where the entity is a partner of a joint venture, will be deemed not to be eligible.

F.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) The Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) The Tenderer fails to have Returnable Document T2.2.2: "Certificate of Attendance at Clarification Meeting / Site Inspection" signed by the Employers Agent or his representative.
- (b) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (c) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (d) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (e) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable

Documents” and submits the required documentation. Reference is to be made to Returnable Document T2.2.12

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

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

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

The following are to be noted:

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

F.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Clause F.2.23: “Certificates”** and **Returnable Document T.2.2.15 : “Verification of CIDB Registration and Status”** with respect to CIDB Registration.

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

Joint ventures are eligible to submit tenders provided that:

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

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

F.2.1.3 Eligibility: Tenderer’s Experience

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

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

Tenderers may submit experience gained as Sub-Contractors or Main Contractors.

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

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

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

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

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

Table 1: Documentation / Information Requirements

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

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

Table 2: Tenderer's Experience Requirement

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

Experience Requirement: Contract(s) with works of a similar nature, within the past 10 years
<p>A minimum of 2 contracts, <u>each</u> with a value of 50% of the tender value submitted for this tender.</p> <p>Contracts may have been executed as a Sub-Contractor.</p>

Note: The failure to fully complete the relevant returnable form in T2.2 for each submission of experience AND supply the associated, relevant, documentation (as specified on Table 1) will invalidate the experience submission.

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs to the clause:

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

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

- F.2.7 Clarification meeting:**
Sportsground along Benares Road, Botha's Hill
[GPS Coordinates: 29° 45' 10.39"S 30° 45' 22.07"E] on Monday, 08 May 2025 at 10h00,
there will be a site visit thereafter.

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

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

- F.2.13 Submitting a tender offer: TENDER OFFERS SHALL BE SUBMITTED ELECTRONICALLY** on the eThekwini JDE Supplier Self-Service (JDE-SSS) Module.

For information pertaining to the JDE-SSS Module Tenderers are referred to Part T1.1.2.

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

After completion and signature (using **BLACK INK**), the entire Tender Document is to be scanned to a single PDF (Portable Document Format) document, as a resolution of 300DPI (dots per inch). The PDF Document is to be uploaded via the (Tender specific) upload option on the **JDE-SSS Module**.

In addition to the uploading of the Tender Offer/documentation on the **JDE-SSS Module**, a suitable bound hard copy (a printer version on paper) of the signed Tender Offer/documentation is to be sealed in an envelope, marked with the Contract Number, addressed to the City Manager, and be delivered to the delivery address as stated in the Tender Data. Bidders must ensure that the hard and electronic submission are the same, failing which the submission will be deemed invalid.

The completion of the Tender information on the **JDE-SSS Module**, the uploading of the PDF documentation on the **JDE-SSS Module** AND the submission of a hard copy of the Tender Offer/documentation to the delivery address, is mandatory, and if not complied with it will be deemed that no Tender Offer has been submitted.

The offered price (in words) on the Form of Offer (C.1.1.1), as stated on the uploaded document will be regarded as the ruling Offered Price. The absence of an uploaded PDF document, and the delivery of a hard copy, will invalidate the Tender Offer.

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

- Contract No. : **2V-31559**
- Contract Title : **Provision of Incremental Services to Informal Settlements within the Western Region: Protea: Access Roads, Footpaths and Associated Stormwater Control (Ward 103/8)**

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

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

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **"2V-31559 – Tenderers Name.PDF"**. The memory-stick must be labelled with the Tenderer's

name and securely fixed to the paper submission.

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

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

- Date : **Friday, 06 June 2025**
- Time : **11h00**

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Compensation Commissioner

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

If required to be registered in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

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

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

Central Supplier Database (CSD)

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

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

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

CIDB Registration

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

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

F.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause F.1.2**)

F.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

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

F.3.8 Test for Responsiveness

Add the following:

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

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

"The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: Contractor's Health and Safety Declaration
- T2.2.5: MBD 4: Declaration of Interest

- T2.2.6: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.9: MBD 9: Certificate of Independent Bid Determination
- T2.2.10: Joint Venture Agreements (if applicable)
- T2.2.12: Declaration of Municipal Fees
- T2.2.13: Registration with Compensation Commissioner
- T2.2.14: CSD Registration Report
- T2.2.15: Verification of CIDB Registration and Status"

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

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

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified."

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

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

Price Points

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

Preference Points

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

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

• **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	9	n/a
	Equals 100%	16	n/a
Maximum Goal Points:		16	n/a

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

- w1 = 100% (where: w1 = 100%)

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

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

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

Goal Weighting: 20%

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

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

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

- CSD report

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:

- Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- (g) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

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

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

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenders are referred to the requirements as stated in Clause F.2.13 of the Tender Data.

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **"2V-31564 – Tenderers Name.PDF"**. The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation is not applicable to this tender.

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	20
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	22
T2.2.3	Contracts Awarded by Organs of State in the past 5 years.....	23
T2.2.4	MBD 4: Declaration of Interest	24
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	26
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	27
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	30
T2.2.8	MBD 9: Certificate of Independent Bid Determination	32
T2.2.9	Joint Venture Agreements (if applicable)	35
T2.2.10	Record of Addenda to Tender Documents (if applicable).....	36
T2.2.11	Declaration of Municipal Fees	37

Eligibility

T2.2.12	Eligibility: Declaration of Municipal Fees	37
T2.2.13	Eligibility: Registration with Compensation Commissioner	38
T2.2.14	Eligibility: CSD Registration Report	38
T2.2.15	Eligibility: Verification of CIDB Registration and Status	40
T2.2.16	Eligibility: Experience of Tenderer	40

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 20 to 45.

NOTE

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

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
3.1	Company registration number, if applicable:
3.2	Close corporation number, if applicable:
3.3	Tax Reference number, if any:
3.4	South African Revenue Service: Tax Compliance Status PIN:

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <p>i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.</p> <p>ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Clause 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/Engineers representative													
Employer													
Contract Number													

I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, 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 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

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:

.....

.....

T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)

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

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

If required by 1.1 above, Tenderers are to include, at the back of their tender submission, 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 (In terms of SCM Policy)

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	16	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	4	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the

contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
- (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 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: 2V-31559 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.

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

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[Website technical enquires contact](#)

01/01/2017

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 ELIGIBILITY: EXPERIENCE OF TENDERER

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

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

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

Tenderer's CIDB Grade:	1*	2*	3*	4*	5*	6*	7*	8*	9*	Experience as a:	Sub-Contractor*	Main Contractor*
Client / Employer:	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
Client OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
Contract Details	Contract Number:											
	Contract Title:											
	Has this Contract been completed?									Y*	N*	
Tendered Value (Contract Sum) OR Sub-Contract Value:	R									Final Contract Price OR Final Value of Sub-Contract:		

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Contract No: **2V- 31559**

Contract Title: **Provision of Incremental Services to Informal Settlements within the Western Region: Protea : Access Roads, Footpaths and Associated Stormwater Control (Ward 103/8)**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

- 1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**
- 1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **6 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 included in the above time for achieving Practical Completion.
- 1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Development Engineering**
- 1.2.1.2 The address of the Employer is: Lorato Piki
Physical : Engineering Unit, 166 KE Masinga Road, DURBAN, 4001
Postal : Engineering Unit, P.O Box 680, DURBAN, 4000
Telephone: 031-311 7282 (t)
Fax: 031-311 7770 (f)
E-Mail: lorato.kegakilwe-piki@durban.gov.za
- 1.1.1.16 The **name of the Employer's Agent** is Nathaniel Chetty
- 1.2.1.2 The address of the Employer' Agent is:
Physical : 2 CLUB LANE, PINETOWN, 3600
Postal : 2 CLUB LANE, PINETOWN, 3600
Telephone: 031-311 6369 (t)/ 082 786 0820
Fax:
E-Mail: nathaniel.chetty@durban.gov.za
- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15% contingencies**.

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

Note:

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

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

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

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

- 5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 3,000.00** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support:

R 1,000,000.00

- Maximum first excess: **R 10,000.00**

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20,000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R500,000.00**
- Maximum first excess: **R 10,000.00**

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**
- Minimum amount for transit of materials to site: **R 10,000.00**

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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1.2.1.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

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.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 14**. 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 SUBCONTRACTING

It is a condition of contract that the contractor must allow for a minimum of **10%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who reside within Ward 14. In the event where the necessary skills/resources cannot be sourced within Ward 14, then the contractor is to source subcontractors from the immediate surrounding wards. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 20 pages. Page 56-75

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

a) Employer's Objective

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

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

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

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

b) Description of the Services

It is envisaged that the scope of works will include the provision of Incremental Services in one (1) informal settlement within the eThekweni Municipality's (Western Region). This will include the upgrade of roads from gravel to hardened surfaces and converting informal gravel paths into concrete footpaths. Furthermore, the roads and footpaths also contains associated works such stormwater management systems ,protection works such as retaining structures etc.

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

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

It is a requirement of the contract that a minimum of 15% of the value of the work

(excluding contingencies and provisional items) shall be sub-contracted to CPG substantially owned small sub-contractors that are registered on the SCM's CPG database.

c) Extent of Services

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

Type of Works	Description of Works
i) Site Clearance	General clearance including the removal of trees, concrete slabs, kerbs etc. and the removal and relocation of existing dwellings where necessary.
ii) Roads	Approximate total length of road = 172.495m The road is 3m wide, comprising of: <ul style="list-style-type: none"> A 30mm asphalt surfacing constructed on a 150mm G5 base layer compacted to 95% MOD AASHTO and 150mm in situ layer, ripped and recompact to 95% Mod AASHTO. Total length of asphalt = 102.495m Grade 30/19 concrete surfacing road constructed 200mm thick, cast in 2.5m long alternate panels with Ref 495 BRC weld mesh reinforcement.
iii) Drainage	'V' Drains, shall form part of the drainage works.
iv) Protection Works	The following types of retaining structures may need to be constructed: <ul style="list-style-type: none"> Dry Stack Retaining Blocks – Geolok G400s or similar approved Reno Mattresses Gabions

d) Co-Operation with other Service Providers

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

e) Approvals

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

f) Reference Data

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

g) Access to land/buildings/sites

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

h) Planning and Programming

- **Preliminary Programme**

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

- **Construction Programme**

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

i) Software Application for Programming

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

j) Quality Management

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

k) Format of Communications

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

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

l) Management Meetings

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

m) Daily Records

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

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

n) Payment Certificates

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

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

o) Use of documents by the employer

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

p) Property provided for the Contractor's use

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

q) Proof of compliance with the law

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

C3.1.2 Description of Site and Access

A co-ordinate for a central point to the settlement is provided below. Refer to Section C4.1 “Locality Plan” for locality maps.

Settlement: 29° 45' 10.39"S 30° 45' 22.07"E

Protea site is located within the eThekweni Municipality Western Region under Ward 103 and 8. The project area can be accessed by travelling west along King Cetshwayo Highway (M13) for 17km, taking the Hillcrest/Botha's Hill off-ramp into R103/Old Main Road, travel 5.3km then turn into Benares Road and travel 3.8km to Protea Grounds, the site.

C3.1.3 Nature of Ground and Subsoil Conditions

The ground and subsoil conditions in the Protea regions are mainly composed of a mixture of loose materials and various layers of sedimentary rock. These areas may feature zones with soft to moderately dense soils, along with harder layers that may include clay, silt, and occasional bedrock. In the development area, the ground and subsoil consist of dense materials and boulders, indicating a compact subsurface. This may necessitate the use of heavy excavation equipment for the removal or breaking of boulders.

It should be noted that no formal geotechnical investigation has been conducted within the project area; the described conditions are based on site observations.

TOPIC	COMMENTARY
Extent of the services	Works will be conducted but not limited to Ward 103 and 8 in the Western Region.
Use of reasonable skill and care	The contractor must conduct works with the highest of quality within the timeframe allocated to the project. The contractor is to familiarize themselves with the DCP method of testing and conducting the works
Co-operation with other services providers	All interaction with various departments such as Water, Electricity, Telkom and Neotel are to run parallel to construction works should any of the above services be affected.
Brief	The contractor is to: <ul style="list-style-type: none"> a) Conduct the upgrade of roads and footpaths from gravel to a hardened surface with high quality; b) Complete the works timeously as per the contract c) Perform each task with skill and care d) Report on progress of works on a monthly basis via reports and photographs
Reference data	The contractor is to familiarize themselves with the OH&S (Occupational Health and Safety) and environmental regulations as well as the EMPr for the settlement.
Applicable national and international standards	All Standards referenced in this document.
Particular/Generic specifications	The Contractor is to obtain approval from the Employer's Agent prior to commencing any works that deviate from drawings. It is the contractor's responsibility to verify from the Employer's Agent that all wayleave approvals (from internal and external service providers) are in place prior to construction commencing.

TOPIC	COMMENTARY
Approvals	The Contractors attention is drawn to the fact that newly constructed structures may be encountered upon establishment on site. Contractor is to follow due process in terms of e expropriation of land.
Procurement	<p>i) Preliminary Programme With reference to PS1.1 and returnable form “Preliminary Programme”, the tenderer is required to submit a basic preliminary programme in a Gantt Chart format. This programme shall take cognisance of the scope of works and shall be based on the specified time for achieving practical completion as outlined in clause 1.1.1.14 of the Contractual Data. Alternative completion times will only be considered if the tenderer duly indicates the details thereof on returnable form “Amendments, Qualifications and Alternatives”.</p> <p>ii) Construction Programme The successful tenderer shall submit a construction programme, for approval, in terms of the requirements outlined in Clause 5.6 of GCC 2015 within the timeframe specified in Clause 5.3.2 of the Contract Data. Regarding the contents of the programme, specific reference shall be made to Clause 5.6.2 of GCC 2015 and the contractor shall be responsible for indicating sufficient detail which reflects the sequence and extent of works, specific inspections, all milestones, the critical path and other pertinent requirements of the scope of work. The construction programme shall be subject to review on a monthly basis or at the discretion of the Employer’s Agent and Employer’s Agent’s representative.</p>
Access to land / buildings / sites	For ease of submission and uniformity, it is a requirement that the construction programme shall be prepared in a Gantt Chart format by the successful tenderer using the Microsoft Project package.
Planning and programming	The successful tenderer shall implement specific quality control measures to ensure that the works are constructed as per the standard specifications, project specifications and construction drawings. The Quality Control Statement shall be attached to returnable form “Construction Approach, Methodology and Quality Control” and reference shall be made to site control testing, construction supervision, structured monitoring mechanisms such as checklists and other measures/processes that the tenderer deems to be significant. The Employer’s Agent will continually assess the quality of works on site and instructions will be provided for non-compliance accordingly.
Software application for programming	<p>Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is to be communicated in a form which can be read, copied and recorded. Writing is to be in the language of this contract, i.e. English.</p> <p>The contractor is to only receive instructions from the Employer’s Agent or the Employer’s Agent’s representative. Should the contractor undertake any works from an instruction given to him/her by a third party, he will be solely responsible for any impacts thereof, including costs.</p>
Quality management	<p>There will be a minimum of one (1) progress and technical meeting per month. The contractor is to ensure that the Contracts Manager, Site Agent and Foreman are present during both meetings. CLO’s will be required to attend all progress meetings and will be required to be present when works within ward is being discussed.</p> <p>- This is over and above all meetings that the Contactor may deem necessary for the execution of the works.</p>

TOPIC	COMMENTARY
Format of communications	Any forms required for the contract will be submitted to the successful tenderer at inception of the contract.
Key personnel	The contractor is to keep a daily site diary detailing all notable occurrences on site. The site diary is to be procured by the contractor and a template must be submitted to the Employer's Agent and Employer's Agent's representative for approval.
Management meetings	A copy of the policy is to be submitted to the Employer's Agent for approval. The period of time to obtain the approval is included in Clause 5.3.2 of the Contract Data.
Forms for contract administration	<p>Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:</p> <ul style="list-style-type: none"> • Tax Invoice – Tax invoice number, Contract number, Project description, correctly dated, to include both the Clients and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering. • Fully completed FTE's (Client to provide format) <p>Summary of supporting measurements for period of claim – to be signed off by the Contractor, Employer's Agent and Employer's Agent's representative. Other documentation required will be discussed at the first meeting. All supporting documentation that the Employer's Agent may deem necessary.</p>
Electronic payments	The contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the contractor. The Instruction book is to be a triplicate book, numbered in numerical order as well as all contractor's details on each page and adequate space for signature.
Daily records	Where possible, the Employer's Agent and Employer's Agent's representative will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor/s in order to locate a suitable site that is available for occupation. Strict adherence to PS.AB4.1 "Site Facilities" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.
Professional indemnity insurances	Audits will be conducted to verify if the contractor and his staff are compliant with the OH&S and Environmental regulations.
Payment certificates	<p>Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:</p> <ul style="list-style-type: none"> • Tax Invoice – Tax invoice number, Contract number, Project description, correctly dated, to include both the Clients and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering. • Fully completed FTE's (Client to provide format) <p>Summary of supporting measurements for period of claim – to be signed off by the Contractor, Employer's Agent and Employer's Agent's representative. Other documentation required will be discussed at the first meeting. All supporting documentation that the Employer's Agent may deem necessary.</p>
Use of documents by the employer	The contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the contractor. The Instruction book is to be a triplicate book, numbered in numerical order as well as all contractor's details on each page and adequate space for signature.

TOPIC	COMMENTARY
Property provided for the Consultant's use	Where possible, the Employer's Agent and Employer's Agent's representative will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor/s in order to locate a suitable site that is available for occupation. Strict adherence to PS.AB4.1 "Site Facilities" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.
Proof of compliance with the law	Audits will be conducted to verify if the contractor and his staff are compliant with the OH&S and Environmental regulations.

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 programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

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

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

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

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

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

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

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) 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 Employer's Agent.

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:

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.

where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

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

PS.2.1 Existing Services

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

PS.2.2 Proving Underground Services

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

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

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

The cost of the proving trenches is to be included in the work covered by **DB.8.19**.

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

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

No watermains will be installed or constructed under this Contract. However, the Tenderer's attention is drawn to the following points regarding the existing watermains. Extreme care must be taken/exercised when using vibratory compaction equipment in the vicinity of watermains since excessive vibration may easily damage the watermains/water pipelines and cause leaks to occur.

PS.3.2 Water Main Valve Access

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

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

PS.3.3 Restriction on Compactive Equipment

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

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

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

PS.4 SEWERS

The contractor is to note that existing sewer pipes traverse the site of the works and special care is to be taken in close proximity to these mains and connections. Any existing mains and connections shall be proved on site by the contractor prior to any construction work commencing in the vicinity of the sewers. In some sections depending on the footpath profile, existing manholes may have to be lowered.

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

Stormwater infrastructure shall be constructed as part of this contract as outlined in the project specification and reflected on the construction drawings. The contractor shall take due care when working in the vicinity of any existing stormwater infrastructure.

PS.5.1 Blockage Stormwater Sewers

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

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

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

PS.6.2 Street Lighting

No existing lighting will be removed in this contract. However, if it is required during the project execution, the existing lighting will be removed in stages and replaced in the centre median / intersection corners by eThekwini Electricity's work gangs. Relocation may take place during this contract and be executed by eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

PS.6.3 MV / LV Cables

The actual cable work associated with this relocation and / or replacement of these cables will be carried out by eThekwini Electricity and it is stressed that the **two** week period referred to in Clause PS.2 is the minimum period required to enable eThekwini Electricity to be on site timeously.

PS.6.4 Relocation of Existing Services

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

out at no cost to the Contractor.

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

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

PS.8 CCTV PLANT

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

- (1) The project area consists of residential properties and the movement of pedestrians will have to be accommodated.
- (2) The works will require machinery and plant of varying size.
- (3) The manual moving of heavy precast products may be required.
- (4) The gradient of the site is fairly steep. Plant and machinery need to be well controlled.
- (5) Considering the prevailing terrain, run-off from the site will have to be well managed.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the 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 tenderers perception on the safety requirements for this contract will be adequate. This will be attached to T2.2: Contractor's Health and Safety Plan.

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

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

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

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

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be

allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SURVEY

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

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

Roads:

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

The co-ordinates and levels of all banks at the top and toe of all banks at 10m intervals

Footpaths:

- Footpath centreline co-ordinates at 10 metre intervals and at all changes in direction
- The co-ordinates of top and toe of all retaining structures and embankments.

Stormwater and other services:

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

General:

- Notwithstanding the above, the Contractor is to supply to the Design Consultant all other information necessary, to clearly indicate changes/modifications to the construction drawings during the contract period that will be required by the Design Consultant so that they can produce the "For Record" drawings.
- Each surveyed point shall be suitably coded and identifiable by the Design Consultant and shall be supplied on a CD/DVD, in an Ascii file with the following format:-

- Code[SPACE]XCo-ordinate[SPACE]YCoordinate[SPACE]Level[SPACE]Description
- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person.

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

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

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

The unit of measurement shall be the (sum) and the rate shall include for all components outlined in this specification. The Contractor must also forward to the Employer's Agent, a materials "as built" spreadsheet in a format that is acceptable by the Client.

The completion certificate shall not be issued unless the above information in totality, has been

forwarded to the Employer's Agent.

PS.11.2 Setting Out of Works

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

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

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

PS.11.3 Additional Site Survey

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

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

PS.12 SITE SECURITY

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

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

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

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

PS.13 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality

as a yardstick for measuring performance.

The table below indicates the provisional KPIs which will be applicable to this contract and **an example** of how the scoring will be applied. The criteria will be reviewed and finalised prior to the commencement of construction. KPIs will be regularly evaluated and scored by the Employer and Engineer. Necessary measures will be taken should the scoring be consistently low.

KPI		Scoring (%)	
No.	Description	Month 1	Month "n"
1	Progress of Construction Works is consistent with approved Construction Programme.	95%	88%
2	Works are being carried out to specification.	75%	60%
3	Health and Safety Standards are being monitored adequately.	95%	85%
4	Health and Safety Standards are being maintained.	85%	75%
5	Conformance to Instructions issued.	65%	90%
6	Addressing of Labourer concerns.	80%	75%
7	Breach of Site Security.	95%	83%
8	Compliance with Environmental requirements	90%	83%
Legend			
KPI Score in excess of 90%			
KPI Score between 80% - 90%			
KPI Score below 80%			

PS.14 SITE FACILITIES AVAILABLE

PS.14.1 Contractor's camp site and depot

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

(a) Contractor's camp site/store yard

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

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

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

- None of the existing roads shall be damaged in any way.
- Electrical and Potable water facilities may be available in the vicinity of the site but the contractor shall make his own arrangements for all connections.
- It shall be the responsibility of the Contractor to make good any damage caused to the

camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer, Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

PS.14.2 Accommodation of Employees

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

No informal housing or squatting will be allowed. The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS.14.3 Power supply, water and other services

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

(a) Water for Works

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

(b) Power supply for works

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

(c) Ablution facilities

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

PS.15 TESTING

PS.15.1 Process control

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

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the

relevant rates and no additional payment will be made for testing as required.

PS.15.2 Acceptance control

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

PS.15.3 Retesting

The tenderers' attention is drawn to clause AB.6 where it states that the contractor is responsible for the site control testing to confirm that all related site works are in accordance with the specification. Acceptance testing is undertaken by the Roads Department at the discretion of the Engineer after reviewing the results of the control testing.

Should the acceptance tests indicate that the work is not to the specification, the cost of any retest by the Engineer shall be to the Contractor's account. The cost has been determined at **R 1000,00 per set** of tests and shall be deducted from any payment due to the contractor.

PS.16 NOTICE BOARD

The notice board layout and colour scheme shall comply with the detail provided as per Annexure C3.6.1.

PS.17 UNPACKING AND RECONSTRUCTION OF EXISTING RETAINING WALLS

Where instructed by the Engineer, the contractor shall unpack existing retaining walls to allow for the construction of footpaths or roads and stormwater infrastructure.

The unit of measurement shall be square metre (m²) and the rate shall include for unpacking the wall, maintaining the blocks and reconstruction of the wall, where instructed. Concrete, soilcrete, excavations, trimming of embankment, stabilization of the embankment and drainage are measured elsewhere.

PS. 18 HAULAGES OF MATERIAL

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

PS.19 REMOVAL OF UNWANTED MATERIAL

The Contractor is responsible for the clearance and removal of all unwanted material arising from the works for the duration of the contract from site handover until completion. No payment will be authorized until all unwanted material resulting from the works has been removed from the site.

The waste must be disposed off at an approved tip-site. The composition of the waste is unknown and the contractor must envisage/expect different types of wastes.

Waste products could include:

Solid Wastes, Gaseous Wastes, Animal by-products, Biodegradable/Organic waste, Biomedical waste Bulky waste, Business waste, Chemical waste, Clinical waste, Commercial waste, Construction and demolition waste, Controlled waste, Consumable waste, Composite

waste, Demolition waste, Domestic waste, Electronic waste, Food waste, Green waste, Grey water, Hazardous waste, Household waste, Human waste, Industrial waste, Inert waste, Kitchen waste, Litter, Liquid waste, Medical waste, Metabolic waste, Mixed waste, Municipal solid waste, Packaging waste, Post-consumer waste, Radioactive waste , Recyclable waste, Residual waste, Retail hazardous waste, Sewage, Toxic waste, Uncontrolled waste, Wastewater, etc.

All vegetation, rubble, excavated material and spoil from the clearing and excavations associated with the Works shall be transported and disposed of at an approved tip site. The Contractors attention is drawn to the fact that charges are levied at the Municipal Refuse Tip for the dumping of certain types of material. The Contractor shall therefore make due allowance in his rates for removal to tip to include for the above charges.

PS.19.1 Penalties For Not Removing Unwanted Material By End Of Work Day

A penalty of R1000/day shall be to the Contractor's account should he/she not remove and dispose of all unwanted material by the end of the work day's operation.

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.

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DD	Earthworks for Structures		
EB	Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EL	Dumprock Subgrade Improvement		
PG	Non-Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DD	Earthworks for Structures
PS EF	Kerbs and Haunches

PS EG	Sidewalks, Footpaths and Median Areas
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS TA	Road Signs
PS TB	Road Markings

PRELIMINARY AND GENERAL SPECIFICATION

PS.AB.2 Offices for Engineer and Staff

Replace the existing clause with the following:

An office with the following requirements must be provided for the Engineer:

- A desk with minimum dimensions of 1.5m x 0.8m and a high back chair.
- A plug point.
- A lockable steel filing cabinet.
- A whiteboard mounted on the office wall with dimensions of 1.8m x 1.2m.

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

PS.AB.7 Road Deviations and Traffic Control

PS.AB.7.1 Deviations

Add the following under this section:

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

PS.AB.8 De-establishment and Re-establishment of Camp site

The Contract is responsible for all costs associated with the de-establishment and re-establishment of the camp site, as and when required, and all additional costs related to this move.

The unit of measurement shall be the Sum per move unless otherwise stated.

PS.B.8.13 Removal of reinforced/unreinforced concrete

Replace the existing clause with the following:

The contractor shall demolish reinforced/ unreinforced slabs as directed by the engineer to spoil.

The unit of measurement shall be cubic metre (m³) and the rate shall include for the demolition of the concrete slab, plant, equipment and labour necessary and spoiling of the material in an approved site.

Add the following new clause:

PS.B.8.24 Removal of informal Retaining structures

During construction, informal retaining structures (tyres, sandbags, etc) may have to be removed to cater for the construction of new services.

The unit of measurement shall be square metre (m²) and the rate shall include for unpacking the retaining structure, stockpiling, disposing off at an approved tip-site, haulage etc. The contractor shall ensure that the embankment will remain safe/stable and does not pose any danger to the community during unpacking of the structure and the construction of the new services.

PS.C CONCRETE WORKS

PS.C.5 Construction

PS.C.5.11 Placing of concrete

Add the following under this section:

No concrete is to be placed in any excavation until prior approval has been received from the Engineer or his representative.

PS.C.8 Measurement and Payment

Add the following new clause:

PS.C.8.4 Movement Joints for Footpaths

Movement joints shall be constructed in accordance with the detail on drawing 74605-003 and shall be constructed at 10m centres along the footpath alignment or where directed by the Engineer.

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

Add the following new clause:

PS.C.8.5 Saw Cut Joints for Footpaths

Saw Cut Joints shall be constructed on footpaths as instructed by the Engineer. The contractor

shall use the type of blade and equipment best suited to the hardness of the concrete, the type of aggregate and the site condition.

The unit of measurement shall be metre (m) and the rate shall include for all materials, labour and plant required. Refer to drawing 74605-302.

Add the following new clause:

PS.DA EARTHWORKS: BULK

PS.DA.5 Construction

PS.DA.5.2 Excavation of Material from Site

Add the following under this section:

- (a) The material used for fill embankments and for the replacement of unsuitable material shall conform to the definition of "suitable material" as given in clause AB.1. This will apply to imported fill material as well as to material excavated from site.
- (b) Tenderers are reminded that the rates for excavation of material from site (DA.8.3) and imported fill (DA.8.4) include benching where applicable, and therefore the volume of soil excavated for benching purposes is not included in the earthwork quantities but must be allowed for in the relevant rates.
- (c) The nature of the works may require excavation in restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.
- (d) For measurement and payment purposes, no allowance will be made for bulking or shrinkage and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill. In the event of there being surplus material encountered on site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled. Similarly, should the material shrink the Tenderer shall allow for the importation of material.
- (e) Blasting shall not be carried out without the previous consent of the Engineer. The consent will not be given where in the opinion of the Engineer blasting may give rise to unnecessary risk of damage to surrounding property, and other means of excavation are available to the Contractor. Where consent to blasting is given, such consent shall in no way relieve the Contractor of any liabilities under the contract. The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

PS.DA.8 Measurement and Payment

Add the following new clause:

PS DA 8.11 Rip and recompact insitu subgrade material

The unit of measure shall be the cubic metre (m³) of material that is ripped/scarified to a depth of 150mm, watered and compacted. The volume will be calculated in accordance with the authorised dimensions of the footpath/road and levelled cross sections.

The tendered rate shall include full compensation for the cost of scarifying/ripping the existing material, to a depth of 150mm, the application of water for compaction, mixing,

shaping and compacting the material to the required density and for finishing the layer to the correct level.

PS.DB EARTHWORKS FOR PIPE TRENCHES

PS.DB.5 Construction

PS.DB.5.3.2 General

Add the following under paragraph (a) of this section:

All trenches with a depth exceeding 1.5m shall be fully shored and the contractor is to include for this in his rates. Details of the proposed shoring shall be supplied to the Engineer at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road/footpath layers above any over-excavated sections shall be cut back to a point behind the over-excavation. The cutting back of the trench sides shall be to the Contractor's account and payment for the excavation through road hardening, and reinstatement shall be based on the widths given in clause DB.8.3.3.

PS.DB.8 Measurement and Payment

PS.DB.8.5 Excavation and Backfilling in All Materials

Replace Item "(8)" with the following:

disposing of surplus material due to bulking, displacement by the pipe and a surplus resulting from importation of suitable backfill/bedding material as well as the disposal of any unsuitable material encountered within the trench. This shall also apply to any extra over payments relating to this clause.

PS.EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

Add the following new clause:

PS.EG.8.7 Precast Concrete Steps

Where indicated on the construction drawings, precast concrete Bass steps (1.5m wide x 0.335m tread x 0.175m high) shall be constructed as part of the footpaths on a 50mm concrete base (20MPa/13mm).

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

Add the following new clause:

PS.EG.8.8 Handrails

Handrails shall be constructed where indicated on the footpath longitudinal sections and shall be fully compliant with the typical details, attached to the Tender Document as Annexure 3.6.2. The material to be used will be recycled plastic. The colour must be green or grey.

- (a) Handrails – The unit of measurement shall be metre (m) of handrails installed
- (b) Posts – The unit of measurement shall be number (No) of posts installed.
- (c) Concrete in footings shall be measured in cubic metres (m3).
- (d) Excavation for bases shall be measured in cubic metres (m3).

The tendered rates shall include for the supply of all materials and the installation of the plastic handrail posts, bases for the posts, installation of the recycled plastic handrails

PS.EG.8.10 Precast Concrete Bollards

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

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

PS.F PROTECTION WORKS**PS.F.3 Materials****PS.F.3.7 Geolok G400 Blocks or similar approved**

Approved Geolok® or equivalent interlocking earth retaining system as detailed in the Drawings and as directed by Employer's Agent on site. The materials required for the full construction of the retaining wall shall comply with the relative SABS standards.

The rates shall be measured in **square metres (m²)** of slope area. The rate shall cover the supply and transport of suitable and approved retaining blocks, materials, excavation, preparation and construction of the retaining wall fully as detailed on the drawings

Add the following new clause:

Due to the numerous proprietary brands of gravity earth retaining systems, each with their particular design parameters, this office has provided the design based on the "Geolok G400" retaining blocks which have the following technical requirements:-

(a) The blocks shall be cast in concrete with a minimum 28 days cube strength of 25 MPa. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.

(b) The block shall be of the "closed back" type.

(c) The proposed blocks shall have a unit mass equivalent to that as set out below:

Block	Equivalent Unit Mass Requirements
G400	675 kg/m ²

(d) The block shall be able to resist sliding shear of 9.80 kN per linear metre by means of a shear nib cast monolithic with the block.

(e) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.

(f) The blocks shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or blocks with any other defects shall be rejected by the Employer's Agent representative.

PS.F.8 Measurement and Payment

Replace the existing clause with the following

PS.F.8.3 The unit of measurement shall be square metre (m²) and the rate shall include for the procuring and laying of Cynodon Dactylon grass – Bermuda sod which must be watered within 30 minutes of being laid. The application rate of the approved fertilizer is 40g/m². The emergence of weeds and dead patches will not be accepted.

The rate shall cover the supply of grass and fertilizer, preparation, application of the fertilizer, planting and for the maintenance of the planted area (including cutting of grass).

Add the following new clause:

PS.F.8.9 Construction of Dry Stack wall

Taking cognisance of clause PS.F.3.7, the unit of measurement shall be square metre (m²) and the rate shall include for the supply and installation of Geolok G400 blocks or similar approved as indicated on standard drawing 74605-302. The reinforced concrete base, stabilised fill material/soilcrete, weep holes, excavations, bidim, clean coarse sand and backfilling and compaction behind the wall are measured elsewhere.

Add the following new clause:

PS.F.8.10 Soilcrete/Stabilised fill

The unit of measurement shall be cubic metre (m³) and the rate shall include for the supply of G7 Gravel from commercial sources and the stabilising agent (Cement) with the mix ration 10:1 (G7:Cement). The rate is to also include for the mixing of the stabilised material to achieve

a minimum UCS (Unconfined Compressive Strength) of 2 MPa and compacted to 93% MOD AASHTO and filling inside the blocks only where directed by the Engineer or as reflected on drawing 74605 -302.

Add the following new clause:

PS.F.8.11 Drainage for Retaining Blocks

Drainage will be controlled by 50mm dia. uPVC pipe with drain end securely wrapped in bidim and staggered at max. 1.5m c/c, refer to standard drawing 74605 -302.

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

PS.PG NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS

PS.PG.3 Materials

PS.PG.3.5 Subsoil Pipes

The following clause shall replace Clause PG.3.5.

"These shall be "Geopipe" plastic subsoil pipes complying with SABS 791 as amended.

Hole Size : 5 ± 1 mm Diameter

Diameter of Pipe : 100 ± 10 mm.

Pipe Invert : 25% of the circumference of the pipe is to be free from slots or holes to form an invert to the pipe."

PS.PG.3.8 Geofabric Blanket

The geofabric shall comply with Clause PG.3.8 and the rate tendered shall include for wrapping the geofabric around either the subsoil pipe, subsoil drain or stone bedding.

PS.PG.3.10 Stone for Subsoil Drain Filter / Retaining Wall

The following clause shall replace Clause PG.3.10.

"The stone aggregate used for the subsoil drain filter shall consist of 19.0 mm crushed stone conforming to the following grading :

Sieve size mm	19.0	13.2	9.5	6.7	4.75
% Passing	100	85 - 100	0 - 50	0 - 25	0 - 5

PS.PG.3.11 Riversand Backfill for Subsoil Drain Filter

The following clause shall replace Clause PG.3.11.

"River sand for subsoil drain filter shall consist of clean river sand conforming to the following grading:- and having a Fineness Modulus of 2,0 - 3,5."

Sieve size mm	6.7	4.75	1.50	0.75
% Passing	100	90 - 100	0 - 15	0 - 3

PS.PG.5 Construction

PS.PG.5.2 Subsoil Drains and Outlets

Positions and type of subsoil drains have not been shown on the plans but will be indicated on site by the Employer's Agent.

Subsoil drains shall be type A, B or C as detailed on standard drawing No. 38575. Subsoil pipes shall be "Geopipe" plastic pipes conforming to SABS 791. The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall in accordance with Clause PG 5.5, or into a special outlet structure as detailed on the project drawings and measured under part PH.

Add the following new clause:

PS.PG.8 Measurement and Payment**PS.PG.8.14 Connection of Subsoil Drains to Existing System**

Where subsoil pipes require to be built into an existing stormwater inlet/manhole or headwall, the unit of measurement shall be **number (No.)**

The rate tendered shall include for all labour and materials to construct the connection in accordance with Clause PG.5.5. and for trimming the geofabric at the connection.

PS.PG.8.15 Subsoil Termination Stub

The final 1 metre length of the subsoil drain before the manhole/catchpit shall be 100 mm diameter non-perforated U.P.V.C. pipe.

The unit of measurement shall be **number (No.)**. The rate shall include for the supply and laying of the pipe, and for all work necessary to tie into the stormwater manhole/catchpit.

PS.PH MANHOLES AND APPURTENANT DRAINAGE WORKS**PS.PH.3 Materials****PS.PH.3.1 Bricks**

Replace the existing clause with the following:

Burnt clay masonry units for foul-water manholes, stormwater inlets, headwalls and inspection chambers shall be Non-Facing Extra (NFX) with a nominal compressive strength of 14 MPa to SABS 227:1986.

PS.PH.8 Measurement and Payment**PS.PH.8.2 Standard Foul-water or Stormwater Manholes**

Maintain the standard specification and only replace item (d) with the following:

Excavation for manholes shall be measured under the relevant trench excavation items in the applicable section within the Bill of Quantities utilizing payment clause DB 8.5 for the full volume of excavation required for the construction of the manhole. This includes any additional excavation/trench widening for the foundation base and manhole rings etc. All extra over payments for hard or rock material encountered in excavations for manholes shall be paid under the relevant items in part DB relying on the provisions of payment clause DB 8.5. No additional payment will be made for manhole excavation other than that which is stipulated in this clause.

PS.PH.8.3 Standard Stormwater Inlets

Replace the existing clause with the following:

The unit of measurement shall be number (No.) for the type of inlet and depth stated in the schedule of quantities.

The tendered rate for standard stormwater inlets shall include for the supply of all labour and materials to construct the inlet complete in accordance with the standard drawings and specification including forming of the invert, construction of concrete apron with length dependent on the number of splays including serrations and setting inlet cover and slab to level, the cover and slab itself etc. Excavation for manholes shall be measured under the relevant trench excavation items in the applicable section within the Bill of Quantities utilizing payment clause DB 8.5 for the full volume of excavation required for the construction of the manhole. This includes any additional excavation/trench widening for the foundation base and manhole rings etc. All extra over payments for hard or rock material encountered in excavations for manholes shall be paid under the relevant items in part DB relying on the provisions of payment clause DB 8.5.

PS.PH.8.7 Lowering Existing Sewer Manholes

Replace the existing clause with the following:

Where the cover level of existing sewer manholes located in the alignment of a new footpath is higher than the finished design level of the footpath, manhole rings are to be cut such that the new manhole cover level is consistent with the level and slope of the footpath. Existing light duty manhole cover and frame are to be removed and spoiled and replaced with new heavy duty manhole cover and frames. Exposed reinforcing must be painted with sica top amatec 110 EC or similar approved.

PS.PH.8.8 Breaking Into Existing Manholes

Replace the existing clause with the following:

Where directed by the Engineer, the contractor shall break into an existing sewer/stormwater manhole in order to connect a new sewer/stormwater pipeline.

The unit of measurement shall be number (No.) and the rate shall include for breaking into the manhole for a maximum pipe diameter of 450mm, connecting the new pipeline and making good upon completion.

PS.PH.8.9 Testing of Manholes

Replace the existing clause with the following:

Where directed by the Engineer, sewer manholes shall be tested for watertightness. Tests shall be carried out by filling the manhole with water to the underside of the frame of the manhole chamber. After an initial period of 24 hours to allow for absorption, the drop in water level will be measured over a 24 hour period. The drop in water level during the test period shall not exceed 50 mm per metre depth.

The unit of measurement shall be number (No.) and the rate shall include for all plugs,

stoppers and other equipment required as well as labour to seal the manhole and shall also include for supply, transport and disposal of the water used for the tests. Any leaking or defective manholes shall be made good by the Contractor at his own expense.

Add the following new clause:

PS.PH.8.10 Headwalls

Drawing number 38576 reflects details of outlet headwalls. The unit of measurement for these headwalls shall be number (No.) and the rate shall include for all labour, plant and materials required for the construction of the headwall inclusive of excavation, construction of the base, splitter blocks, walls, rebar, finishing etc as indicated on the drawing. This specification is to be read in conjunction with PS.PH.3.1.

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

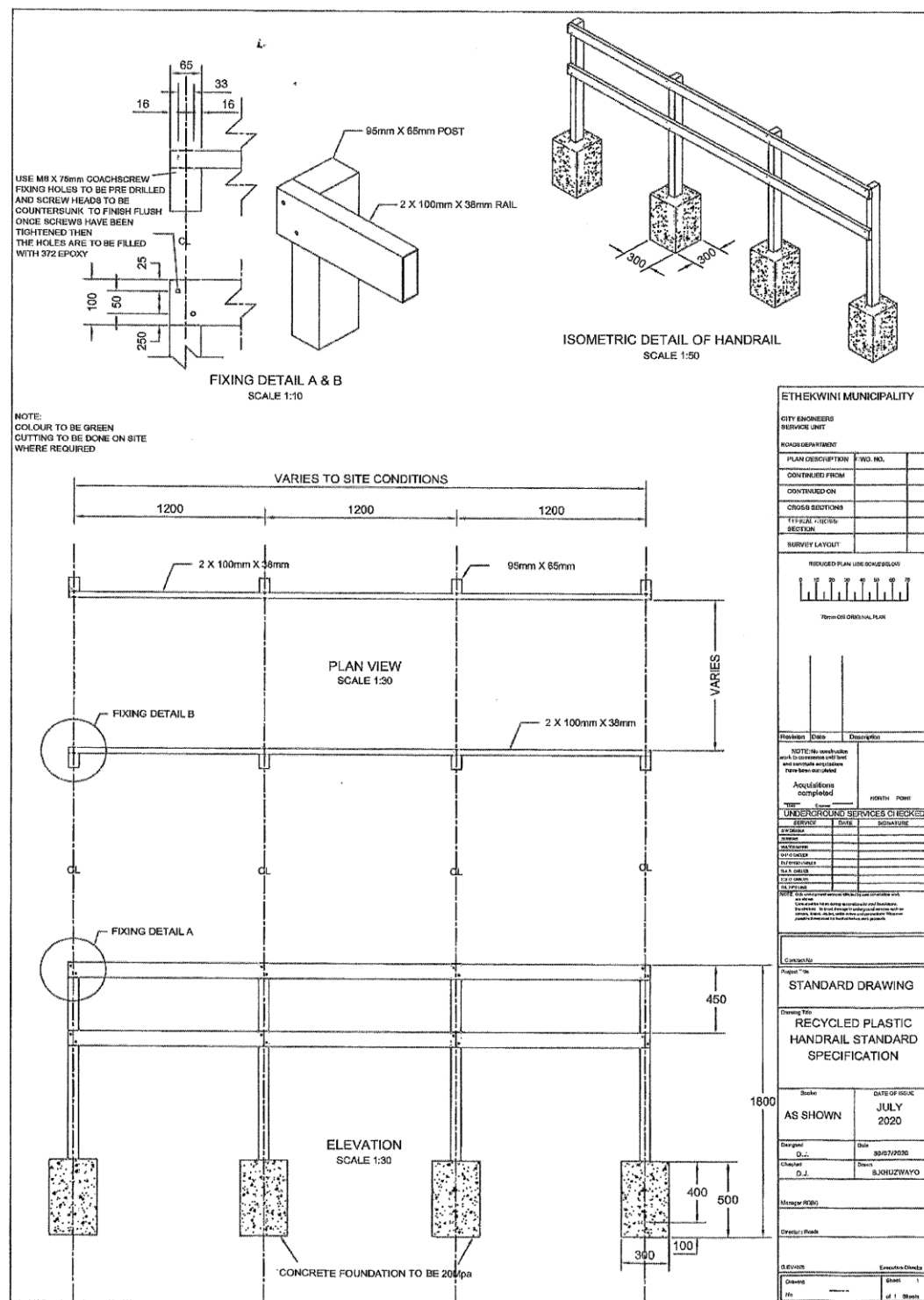
74605 Sheet 1 of 3	Roads & Footpath Layout (Protea Settlement)
74605 Sheet 2 of 3	Roads & Footpaths Longsection (Protea Settlement)
74605 Sheet 3 of 3	Standard Details (Protea Settlement)

C3.5.2 STANDARD DRAWINGS

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

Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38578	Concrete Median Barriers	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990
38582	Precast Concrete Fencing and Aluminium Gates	February	1990
38585	Water Connections, Pipework and Fittings	February	1990

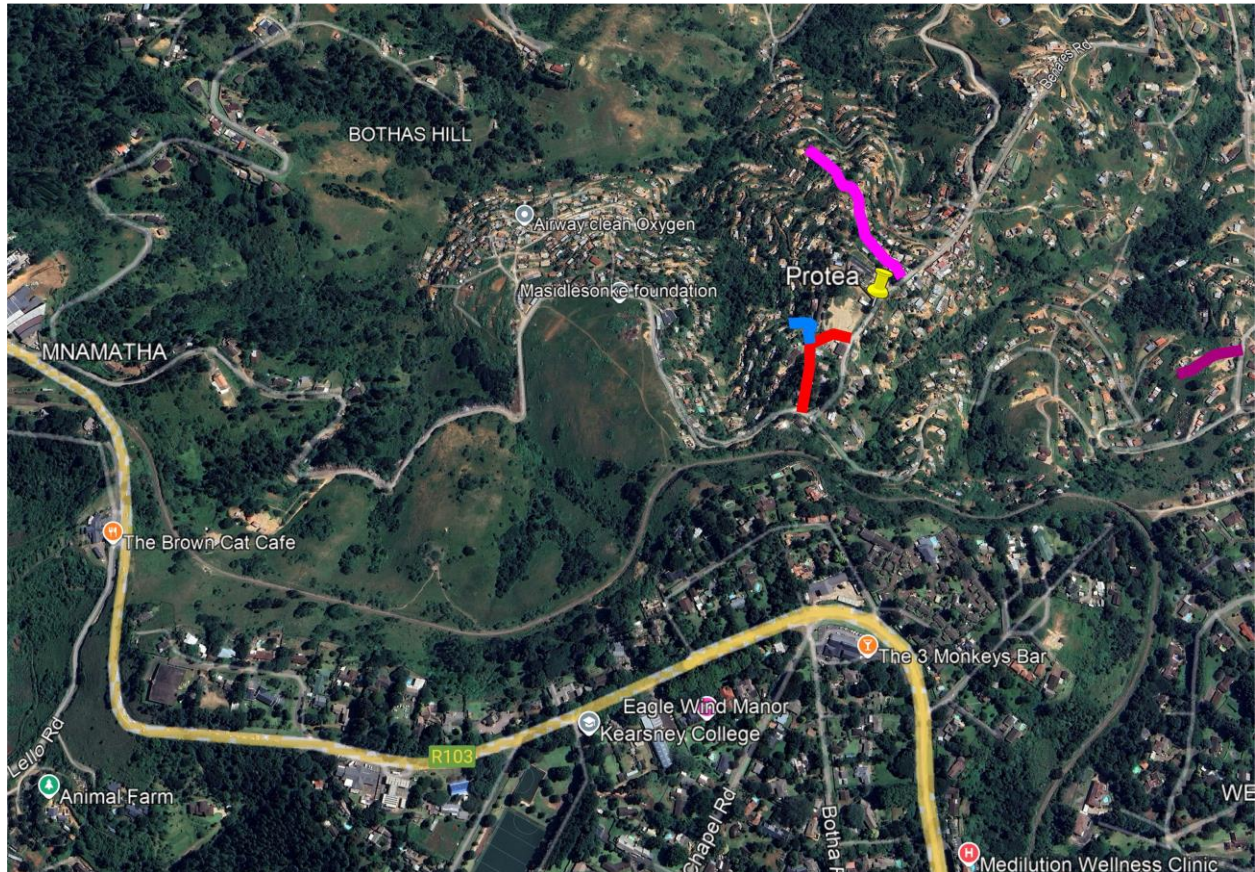
3.6.2 Recycled Plastic Handrails and Posts (NTS)



PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Protea site is located within the eThekweni Municipality Western Region under Ward 103 and 8. The project area can be accessed by travelling west along King Cetshwayo Highway for 17km, taking the Hillcrest/ Botha's Hill off-ramp into R103/Old Nain Road, travel 5.3km then turn into Benares Road and travel 3.8km to Protea Grounds, the site.



C4.2 CONDITIONS ON SITE

The site is located on existing gravel footpaths and roads. The slope can be characterized as moderate to steep. The site is characterised by dense formal/informal dwellings on cut to fill platforms.

C4.2.1 GENERAL

C.4.2.1.1 ACCESS TO THE SITE

The site will be adjacent to normal public roads with easy access for delivery of materials etc. It is usually possible to negotiate with the local community regarding access matters, but it is explicitly noted that some portions of the site may be extremely awkward to access. It is noted that there can be significant health and safety concerns with respect to illegal (and therefore sub-standard and dangerous) electricity connections, a matter that must also be negotiated by the Contractor and the local community where necessary from an access perspective.

C.4.2.1.2 COMMUNITY CONSTRAINTS

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

The project process will require the Contractor to appoint a Community Liaison Officer (CLO) to assist the Contractor in dealing with the local community and will also liaise with the local political structures as may be required.

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

C4.3 TEST RESULTS

There are no specific test results.