



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

PROCUREMENT DOCUMENT : INFRASTRUCTURE

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

Contract No: 30842-1R

Contract Title: Hammarsdale Pedestrian Structures (Portion of MR 385)

Est. CIDB Grade/ Class: 6 CE Or higher

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

**Meeting Location, Date, Time: G7 Shezi Main Road, Mpumalanga (Sizakala Centre Boardroom)
On 13 December 2024 at 11:00**

Queries can be addressed to: General Enquiries:

The Employer's Agent's: Zwakele Mpanza

Representative: Tel: 031-311-4782

eMail: Zwakele.Mpanza@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions will be uploaded 30 January 2025.

TENDER SUBMISSION

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

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

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
Contact:**

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

Closing Date/ Time: Friday, 07 February 2025 at 11h00

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Roads Provision

Date of Issue: 06/12/2024

Document Version 23/10/2024 (RP)

FOR OFFICIAL USE ONLY

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

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1 Tender Notice and Invitation to Tender		
		T1.1.1 Tender Notice and Invitation to Tender		2
		T1.1.2 Information Regarding the eThekwini JDE System		4
		T1.1.3 Notes to Tenderers		6
		T1.2 Tender Data		
	T1.2.1 Standard Conditions of Tender		8	
	T1.2.2 Tender Data (<i>applicable to this tender</i>)		8	
	T1.2.3 Additional Conditions of Tender		19	
	Part T2	RETURNABLE DOCUMENTS		Page
T2.1 List of Returnable Documents			20	
T2.2 Returnable Schedules, Forms and Certificates			21	
CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1 Form of Offer and Acceptance		
		C1.1.1 Offer		47
		C1.1.2 Acceptance		48
		C1.1.3 Schedule of Deviations		49
		C1.2 Contract Data		
		C1.2.1 Standard Conditions of Contract.....		50
	C1.2.2 Contract Data.....		50	
	C1.2.3 Additional Conditions of Contract		56	
	Part C2	PRICING DATA		Page
		C2.1 Pricing Assumptions / Instructions.....		58
		C2.2 Bill of Quantities (separate page numbering system).....		60
	Part C3	SCOPE OF WORK		Page
		C3.1 Project Description and Scope of Contract.....		62
		C3.2 Project Specifications.....		68
		C3.3 Standard Specifications		85
		C3.4 Particular Specifications		98
		C3.5 Contract and Standard Drawings		99
	Part C4	SITE INFORMATION		Page
C4.1 Locality Plan			100	
C4.2 Conditions on Site.....			100	
C4.3 Test Results			100	

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to undertake the construction of the reinforced concrete Pedestrian bridge Structures in Hammarsdale which will facilitate ease of access to the Mpumalanga Town Centre. The proposed pedestrian bridge structures transverse Main Road 385 (P385) and a railway line and will enable the public to access the proposed government and social facilities planned to be in located within the Mpumalanga Town Centre

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads Provision	F.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	F.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 6 CE Or higher (or higher).	F.2.1.1
Clarification Meeting	G7 Shezi Main Road, Mpumalanga (Sizakala Centre Boadroom) On 13 December 2024 at 11:00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: General Enquiries: Zwakele Mpanza Tel: 031-311-4782 eMail: Zwakele.Mpanza@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions will be uploaded 30 January 2025.	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . <ul style="list-style-type: none"> • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 07 February 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl VAT).

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

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

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

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

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

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

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

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

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

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

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

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

CIDB Regulation 25(8)

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

Test for Responsiveness

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Head: **Roads Provision**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

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

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

The entire downloaded document should be printed on white A4 paper (single-sided).

F.1.4 Communication and employer's agent:

The Employer's Agent is:

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

The Employer's Agent's Representative is:

General Enquiries:

Zwakele Mpanza

Tel: 031-311-4782

eMail: Zwakele.Mpanza@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions will be uploaded 30 January 2025.

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

F.1.6 Procurement procedures:

The competitive negotiation procedure shall be applied.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

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

- (c) in the case of Joint Venture (JV) submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.

F.2.1.2 Eligibility: CIDB

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

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

F.2.1.3 Eligibility: Tenderer’s Experience

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

Only those Tenderers that can demonstrate experience and submit the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

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

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on page 44.

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

Table 1: Experience Requirement

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

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

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

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

Table 3: Documentation / Information Requirements

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

NOTES (for Table 3)

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

payment OR the most recent submitted INVOICE.

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

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs:

Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.

F.2.7 Clarification meeting:

**G7 Shezi Main Road, Mpumalanga (Sizakala Centre Boadroom)
On 13 December 2024 at 11:00**

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

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

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

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

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

- Contract No. : **30842-1R**
- Contract Title : **Hammersdale Pedestrian Structures (Portion of MR 385)**

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

The Tender documentation, issued by the 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 (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

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

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

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

A two-envelope procedure is required.

F.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 07 February 2025**
- **Time : 11h00**

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

F.2.16 Tender offer validity:

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

F.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

Compensation Commissioner

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

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

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

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

Central Supplier Database (CSD)

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

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

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

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

CIDB Registration (if applicable)

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

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

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

Response will be in three working days.

F.3.2 Issue addenda:

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

F.3.4 Opening of Tender Submissions:

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

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

F.3.8 Test for Responsiveness:

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

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

“The above is applicable to the following returnable documents:

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

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

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

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

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

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

Price Points

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

Preference Points

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

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

- **Ownership Goal**
Goal Weighting: 60%

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

Ownership Categories	Criteria	80/20
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	3.6
	Greater or equal to 51% and less than 100%	7.2
	Equals 100%	9
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	1.2
	Greater or equal to 51% and less than 100%	2.4
	Equals 100%	3

Maximum Ownership Goal Points: 12

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

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

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

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

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

Goal Weighting: 40%

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

Location	80/20
Not in South Africa	0
South Africa	1.2
Kwa Zulu Natal	2.4
eThekweni Municipality	3
Maximum Goal Points:	8

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

- CSD report

F.3.13 Acceptance of tender offer:

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (e) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The Tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

F.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

F.3.17 Copies of contract:

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	22
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	23
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	24
T2.2.4	Contractor's Health and Safety Declaration	25
T2.2.5	MBD 4: Declaration of Interest	27
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million	29
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	30
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	32
T2.2.9	MBD 9: Certificate of Independent Bid Determination	34
T2.2.10	Joint Venture Agreements (if applicable)	37
T2.2.11	Record of Addenda to Tender Documents (if applicable)	38
T2.2.12	Declaration of Municipal Fees	39
T2.2.13	Registration with Compensation Commissioner	40
T2.2.14	CSD Registration Report	41
T2.2.15	Verification of CIDB Registration and Status	42
T2.2.16	Experience of Tenderer	43

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 22 to 47.

NOTE

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

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)

	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations

3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

.....

of (address):

.....

.....

.....

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:.....

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

Name:

Signature:

Date:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

Declaration by Tenderer

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

--

(ii) When will training be undertaken?

--

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

--

--

--

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

Name of proposed subcontractor:

--

Qualifications or details of competency of the subcontractor:

--

--

--

5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

Circle Applicable	
YES	NO

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months? YES NO
 If yes, furnish particulars:

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO
 If yes, furnish particulars:

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES NO
 If yes, furnish particulars:

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? YES NO
 If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

1.0 GENERAL CONDITIONS

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

2.0 DEFINITIONS

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

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

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

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

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of the SCM Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the Tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race (black)	9	
Ownership Goal: Gender (female)	3	
RDP Goal: The promotion of South African owned enterprises.	8	
Total CLAIMED Points (maximum)	20	

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

I acknowledge that:

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **30842-1R** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name): Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

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

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

.....

.....

T2.2.14 CSD REGISTRATION REPORT

Reference is to be made to **Clauses F.2.1.1(b) and F.2.23** of the Tender Data.

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date: _____

Report Ran By: _____

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

CIDB Registrations can be obtained from the CIDB website at:

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: _____ Type of Enterprise: _____

Contractor Name: _____ Registration Date: _____

Trading Name: _____ Expiry Date: _____

Status: _____

Contractor Grades

Grade: _____

Back

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[Website technical enquires contact](#)

01/01/2017

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

Only those Tenderers that can demonstrate experience and submit the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

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

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

Guidance to Tenderers: Experience Submission Form

Client / Employer Details

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

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

Contract Details

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

Scope of Works

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

Joint Ventures

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience, provided that the experience complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

EXPERIENCE SUBMISSION #2

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

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

Experience as a:	Sub-Contractor:		Main Contractor:											
Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.	Entity Name:													
	Contact Name:													
	Contact Tel:					-				-				
	Contact Cell:					-				-				
	Contact email / other:													
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details														

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 44.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

EXPERIENCE SUBMISSION #1

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

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

Experience as a:	Sub-Contractor:		Main Contractor:																	
Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.	Entity Name:																			
	Contact Name:																			
	Contact Tel:					-														
	Contact Cell:					-														
	Contact email / other:																			
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details																				

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 44.

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: **30842-1R**

Contract Title: **Hammarisdale Pedestrian Structures (Portion of MR385)**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (*of Signatory*) :

Address :
:

Telephone :

Witness:

Signature : **Date** :

Name (*in capitals*) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

- 1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**.
- 1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **12 MONTHS**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.
- 1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Roads Provision**
- 1.2.1.2 The address of the Employer is: Sandile Masondo
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Telephone: 031 322 2879 (T)
Fax: 031 311 7321 (F)
E-Mail: sandile.masondo@durban.gov.za
- 1.1.1.16 The **name of the Employer's Agent** is Peter Fenton
1.2.1.2 The address of the Employer' Agent is:
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Telephone: 031 311 7671 (T)
Fax: 031 311 7321 (F)
E-Mail: peter.fenton@durban.gov.za
- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.
- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman

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

Note:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10.3 **Retention Money:**

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

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

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

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

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

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

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

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

8.6.1.4 Ground Support Insurance:

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

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

Third Party Insurance (Public Liability)

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

Principal's own surrounding Property Insurance

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

Insurance of Works

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

Third Party Insurance (Transnet Requirements)

- Maximum limit of indemnity provided by the policy shall be the amount: **R15 000 000.00**

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:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within the ward ward 91**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black Owned**. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category 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 23 pages. The pages are numbered BoQ 1 to BoQ 17

PART C3: SCOPE OF WORK

		<u>PAGE</u>
C3.1	PROJECT DESCRIPTION AND SCOPE OF CONTRACT	61
C3.2	PROJECT SPECIFICATIONS	67
	PS.1 Programme, Method of Work, and Accommodation of Traffic	
	PS.2 Services	
	PS.3 Watermains	
	PS.4 Sewers	
	PS.5 Stormwater	
	PS.6 Electrical Plant	
	PS.7 Telkom S.A. Limited / Neotel Plant	
	PS.8 CCTV Plant	
	PS.9 Management of the Environment	
	PS.10 Occupational Health and Safety	
C3.3	STANDARD SPECIFICATIONS	80
	C3.3.1 Listing of the Standard Specifications	
	C3.3.2 Amendments to the Standard Specifications	
C3.4	PARTICULAR SPECIFICATIONS	81
	C3.4.1 Part AH - OHS 1993 Safety Specification (2014)	
	C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	
C3.5	CONTRACT AND STANDARD DRAWINGS	91
	C3.5.1 Contract Drawings / Details	
	C3.5.2 Standard Drawings	

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The Employer's objective is to undertake the construction of the reinforced concrete Pedestrian bridge Structures in Hammarsdale to facilitate ease of access to the Mpumalanga Town Centre. The proposed pedestrian bridge structures transverse Main Road 385 (P385) and a railway line and will enable the public to access the proposed government and social facilities planned to be located within the Mpumalanga Town Centre.

Furthermore, The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-enhanced to the maximum extent feasible in line with the industry regulations.

The Works to be carried out include the following main activities:

- a) Establishment on site and clearing and grubbing.
- b) Provision of traffic accommodation facilities.
- c) Excavate carefully for the 2 foundations for piers adjacent to the rail line, with close co-ordination with Transnet. Local excavations but if its deep depends on rock bearing capacity and sound rock level, lateral support maybe required.
- d) Excavating for abutment base and ramp pier base. These are away from the rail lines.
- e) Pour 75mm blinding
- f) Steel setting out and fixing for all 4 bases
- g) Installation of formwork for bases or use the excavation sides as concrete confinement
- h) Detailed method statement to be provided by Contractors and submitted to all parties for comment, including Transnet
- i) The Contractor shall hire a suitably qualified and experienced, ECSA registered engineer to design, provide drawings and inspect the falsework and formwork on site.
- j) close co-ordination and communication with Transnet respective teams at all times
- k) Falsework and formwork shall ensure the "window" or train clearance is sufficient.
- l) Transnet to relocate the lines accordingly during this time (design by Transnet and / or Contractors temporary works engineer)
- m) Fix reinforcement
- n) Supply & install elastomeric bearing pads as per engineers (method statement of this to be provided later). Bearings to be truly horizontal.
- o) The deck slab and parapet beams can be poured in one pour and done within a day.
- p) All brackets needed for the line to be connected under the deck (connections), if this is needed, shall be confirmed by Transnet. This will be provided by Transnet and fixed by the Contractor.
- q) Transnet may install the lines to the deck, if required, depends on their design.
- r) Removal of all site establishment facilities and constructional plant on completion of the Works.
- s) Making good of any defects during the Defects Liability Period.

- 2 The following topics addressed below are in accordance with SANS 10403 to describe the scope of works of the project:

TOPIC	COMMENTARY
Client's / employer's objectives	The client's objectives for the project are to construct two pedestrian bridges to facilitate access for community members for the proposed mall construction on the other side of the neighborhood.
Use of reasonable skill and care	The contractor is required to exercise reasonable skill and care at all times. Furthermore, special conditions and regulations relating to the Environmental Authorisation (ROD, Water Use License (<i>WULA</i>), Health & Safety(<i>Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993</i>) and conditions of establishment needs to be adhered to throughout the duration of the contract.
Co-operation with other services providers	All interaction with various departments such as Water and Sanitation, Electricity and external institutions such as Eskom, Telkom, Transnet, Neotel and KwaZulu Natal Department of Transport are to run parallel to construction works should any existing services be affected.
Brief	As outlined in this tender document; Time for achieving practical completion on the scope of works is 12 months; The contractor is required to submit monthly progress reports, inclusive of photographs and up-to-date detailed programme.
Applicable national and international standards	<ul style="list-style-type: none"> • SAICE GCC 2015 Conditions of Contract • CIDB Conditions of Tender (2015) • eThekweni Standard Engineering Specifications • COTO Standard Specification for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition)
Approvals	The Contractor is to obtain approval in writing from the Engineer prior to commencing any works that deviate from drawings and/or specifications. Such Approvals are to be appropriately documented in a Site Instruction Book issued by the Employer's Agent; The Contractor is to take note that all as-built records shall be maintained and reviewed on a monthly basis by the Engineer. The Engineer shall then provide his acceptance/declination of the as-built results in order to permit payment for such works constructed. In the event of the declination of test results by the Engineer, the Contractor shall be paid out 50% of the monetary value of the failed works until such time corrective measures are completed. This shall apply to all works, i.e. road layer works and surfacing, bulk earthworks, sewer reticulation, stormwater reticulation, water reticulation, structural foundations and top structures. No alternative arrangement shall be entertained from the contractor.
Procurement	The contractor shall procure goods and services under provisional sums and prime cost sums according to the Employer's standards.
Planning and programming	Refer to PS clause 1.2.2.3. The Contractor shall submit a detailed time programme in accordance with clause 5.6.2 of the General Conditions of Contract 2015, clause A1.2.7 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

TOPIC	COMMENTARY
Quality management	<p>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. 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. No activity shall commence without an approved method statement.</p> <ul style="list-style-type: none"> The employer / client in terms of the monitoring of quality management, who will carry out such monitoring (employer / client or agent) and if the monitoring forms part of a quality management system or will require only an occasional verification. It will be formally communicated if it is necessary to perform a quality check.
Format of communications	<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 Employers Agent or the Employers Agent 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>
Management meetings	<p>There will be a minimum of one (1) progress meeting and one (1) technical meeting per month. The contractor is to ensure that the Contracts Manager and Site Agent are present during both meetings. CLOs will be required to attend all progress meetings.</p> <p>This is over and above all meetings that the Contractor may deem necessary for the execution of the works.</p> <p>Site meetings shall be convened as described in clause A1.2.3.16 'Monthly Site Meetings' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.</p>
Daily records	<p>All progress on site needs to be communicated, and progressive images are attached.</p>
Forms for contract administration	<p>The contractor will be provided with suitable reporting formats by the Employer's agent at the commencement of construction. These reports detail the contractor's progress, all subcontractor's on site, Health and Safety audit findings, Environmental Audit findings, plant and machinery on site and an organogram specific for the site of works.</p> <p>These reports will have to be presented at the monthly progress meeting. Minutes of all meetings, however, will be drafted by the Resident Engineer.</p> <p>Reports are to be submitted to Employer's agent three (3) days prior to progress meetings.</p>
Electronic payments	<p>Arrangements for electronic payment of payment certificates will be made between the Contractor and Employer during the Site Handover Meeting.</p>

TOPIC	COMMENTARY
Daily records	<p>A site diary is to be compiled jointly by the Construction Manager and the Employer's Agent's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's Representative.</p> <p>The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's Representative, and is to provide copies to the Employer's Agent's Representative when requested.</p>
Professional indemnity insurances	Not applicable.
Payment certificates	<p>Payment certificates are to reach the Client 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 Client's and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Economic Development Unit. • Fully completed FTE's (Client to provide format). • Summary of supporting measurements for period of claim – to be signed off by both the Contractor and Engineer.
Use of documents by the employer	<p>Proof of payment towards CPG</p> <p>As-built drawings: The client will employ the as-built drawings in order to carry out any necessary maintenance to the reticulation systems being installed under this contract. In addition, this as-built data may be used to determine future connection points should further development around the site occur. It is imperative that the surveyor provides accurate positions, invert and cover levels so that the Engineer is able to accurately reproduce the installed reticulation systems.</p>
Property provided for the engineer's, Transnet personnel, specialist lab, ECO and surveyor's use	The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carpools for the Employer's Agent at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated at the Site Clarification Meeting.
Proof of compliance with the law	<ul style="list-style-type: none"> • Valid Tax Clearance Certificate at Tender Closing • Proof of Company/CC/Partnership Registration • Identity Documents of Directors/Members/Partners • Municipal Fees for Proof of Address <p>CIDB Registration</p>
Annexures	<ul style="list-style-type: none"> • Notice Board • Locality(C.4.1); • Site Conditions(C.4.2); • Book of Drawings (CD attached) <p>iii) Health and Safety Risk Assessment and Specification</p>
Power supply and other services	<p>iv) The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical 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</p>

TOPIC	COMMENTARY
Additional requirements for construction activities	<p>The travelling public shall have the right of way on railway line, 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.</p> <p>v) The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.</p>

C3.1.2 Description of Site and Access

Access to the Site can be obtained from Main Road 385 (P385) near the Hammarsdale Junction.

Through the duration of this contract, the site location shall be shared with other contractors engaged by the eThekweni Metro Municipality, Transnet SOC Ltd and KwaZulu Natal Department of Transport whose construction activities may affect access from time to time. The Contractor shall therefore be required to liaise on an ongoing basis with these other contractors with respect to access related matters throughout the duration of the contract.

eThekweni Metro Municipality and other property owners shall be indemnified against any damages or claims arising from the use of any tracks and rights of way by the Contractor or his agents / deliveries. Access over private property requires the permission of the owners, and the Contractor is required to contact relevant parties to ensure that the necessary permission is obtained prior to any work commencing on the various properties.

The Contractor shall reinstate damages caused during construction outside the scope of works to its original condition once the contract is complete. He shall also upgrade and maintain existing roads and tracks used for construction purposes throughout the contract period by filling, watering, compacting, and grading suitably imported gravel fill material, inclusive of forming drainage channels as necessary giving vehicular passable access to the property owners and tenants, construction teams, etc. always, all to the satisfaction of the Engineer. The Contractor shall make his own arrangements with the individual property owners and occupants for permission to traverse or borrow / spoil materials as deemed necessary for the execution of the work.

The Contractor shall take cognisance of the aforementioned items concerning roads and tracks and allow for any costs in his tender under the relevant section in the Schedule of Quantities. Fill in as required and refer to Item C4.1: Locality Sketch if applicable.

The site shall be shared with Transnet SOC Ltd and its nominated contractors.

C3.1.3 Nature of Ground and Subsoil Conditions

The area is underlain by Natal Group sandstone bedrock and the associated slightly clayey fine-grained sand residuum. Bedrock is generally within 1.0 – 2m of surface in this region, rapidly becoming hard with depth.

At the northern extent of the proposed new crossing (on the railway service road near nos. 10 &

12, 400128 Str) there is highly weathered, grey and light grey, close to medium jointed, soft to medium hard sandstone bedrock evident on the road surface and at <1m depth in the cutting behind the house on no.12. On the southern side of the railway track, similar bedrock is visible in the cutting. Dynamic Cone Penetrometer (DCP) tests on the north and south of the railway line achieved depths of 0.5 and 1.2m respectively; it is presumed that the probes refused on weathered bedrock consistent with what is visible in the cuttings.

At the MR385 crossing, similarly weathered sandstone bedrock is visible in the road cuttings at depths of about 2m below estimated bridge deck level (pers comm Luke Reid from Structures). The DCP test near the top of the northern face refused at 0.9m, inferred to be on the weathered bedrock.

C3.1.4 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

- 1) Proving of existing services.
- 2) Time required for service relocations.
- 3) Time allowances to be made for the ordering of special items.

- 4) Notification required by service organisations.
- 5) Bridges to be constructed independently.
- 6) Allowance for abnormal hours resulting from Transnet operations.
- 7) Vehicular access to private property is to be maintained.
- 8) Traffic restrictions.
- 9) Cancellation of occupation notices by Transnet SOC Ltd.
- 10) Installation of OHTE onto soffit to new deck.
- 11) Application for occupation notices to Transnet SOC Ltd
- 12) Traffic Control on main road.
- 13) Working with local business stakeholders.
- 14) Working with nominated sub-contractors from Transnet SOC Ltd or with their departments to install revised OHTE.
- 15) The railway lines run every day and cannot be interrupted under any circumstances without prior notice.
- 16) A double line maintenance takes place every first Monday of the month. This will be an opportunity for the project to utilize these days for works that need to be completed near the railway lines.
- 17) There is a three-month lead time to apply for the use of two railway lines.

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

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

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

PS.2 SERVICES

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

PS.2.1 Existing Services

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

- 1) Eskom SOC Ltd
- 2) Transnet SOC Ltd
- 3) eThekweni Water and Sanitation
- 4) eThekweni Roads Provision
- 5) eThekweni Coastal Stormwater and Catchment Management
- 6) eThekweni Roads and Stormwater Maintenance

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

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

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

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

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

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

the Contractor of his responsibilities in terms of the works.

PS.2.2 Proving Underground Services

This clause must be read in conjunction with 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 in the Clause DA 8.3.

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

New services are either to be installed by the Contractor as part of the contract or by others during

the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

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

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

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

site timeously.

PS.3.2 Water Main Valve Access

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in COTO CHAPTER 2. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compaction Equipment

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

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

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

PS.4 SEWERS

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

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

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

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

The works will comprise of the following:

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

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT

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

PS.6.1 General

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

PS.6.2 Street Lighting

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

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

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

no cost to the Contractor.

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

The Contractor shall pay special attention to the following :

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

PS.8 CCTV PLANT

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

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

It is a requirement of this contract that the Contractor shall provide a safe and healthy working

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

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

PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

of time or standing time and related costs

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the 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 SITE SECURITY

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

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

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

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

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

PS.13 Community and Public Relations

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

PS.14 TESTING

The Contractor is to provide results of all control testing to the Employer's Agent. If satisfied, the Engineer will then give the Contractor written permission to proceed with the next stage of construction.

Random acceptance testing will be undertaken by the Roads Provision Department, Pavement and Geotechnical Engineering Branch, including independent laboratory.

The quality of the workmanship, products, elements and goods provided by the Contractor shall be controlled by a process control system executed by the Contractor as well as by a system of acceptance control executed by the Employer, the Engineer or any other appointed agent as specified below. In addition to SANS 1921-1 and SANS 1921-2 specified for this project by Employer, the quality assurance process, including the liability for the payment of the testing required, is specified in Chapter 20 of COTO as per eThekweni Roads Provision : Pavement and Geotechnical Division instruction.

Process quality control

The onus rests with the Contractor to produce work and products which comply with the characteristics and requirements of the specifications and drawings in all respects. The Contractor shall institute a quality management system and provide experienced engineers, technicians, foremen, inspectors and other technical staff, under the control of a designated quality manager, to give effect to and manage the quality management system.

Where any performance based specifications apply, the Contractor shall institute a quality management system that will ensure and demonstrate that the required performance standards have been met and, where applicable, will continue to be met for any period which has been specified in the Contract Documentation.

The quality management system shall outline the minimum requirements and actions to be taken during the construction of all elements of the Works and shall include monitoring of the various properties of the elements of the Works using either a fully ISO certified quality assurance system or an appropriate quality management system based on recognised sampling and testing principles.

For continuous concrete and asphalt production using mixing plants the Contractor shall augment the quality management system by the use of appropriate automated equipment capable of producing continuous measurements and data printouts for the relevant mix parameters such as

mass of mix components, production and storage temperatures, moisture contents etc. during the mixing / production process. All the measurement information shall be kept for the duration of the Contract and the Defects Notification Period and it shall be made available to the Engineer when requested.

The Contractor shall carry out testing and measurement in accordance with the requirements specified in the Contractor's quality management system to confirm the conformance of the Works with all the relevant requirements and specifications.

Although it is not a requirement for the Contractor to conduct regular tests and measurements on commercially produced products bearing the SANS, or any other internationally recognised, specification for products such as cement, road-lime, paint, bitumen, steel pipes, sealants and bridge bearings etc. the quality of such materials and products shall nevertheless be checked on a regular basis in liaison with the Engineer. The costs for any such sampling, tests and measurements shall be borne by the Employer in the event of compliance with the requirements and specifications. In the event of non-compliance with the requirements and specifications the costs for any such sampling, tests and measurements and subsequent corrective or remedial actions shall be borne by the Contractor.

All measurements and test results shall be submitted, without delay, to the Engineer on the completion of each element of the Works. Should the sampling, testing and measurements for any end product be carried out by the accredited combined laboratory, or any other accredited laboratory or institution, and prove compliance with the specifications, the Engineer may accept these results for acceptance control purposes at the cost of the Employer.

In the event of method specifications being applicable for the construction of certain layers, products or elements, the Contractor shall follow the proposed methodology given in a method statement that has been commented on and/or accepted by the Engineer. Where applicable the methodology to be used and the acceptability of the work / product shall be demonstrated by means of an appropriate trial section carried out by the Contractor. Any subsequent deviation from the proposed methodology shall be submitted to the Engineer for comment prior to implementation.

All completed elements of the Works shall be submitted to the Engineer for written acceptance and the Contractor shall not cover up any completed work prior to such acceptance being issued. The Contractor shall plan, and make arrangements for, the submission of work for acceptance control in a manner which will afford the Engineer a reasonable and timeous opportunity for inspection, testing and measurement of the Works.

The Contractor shall agree all the process control sampling, testing, measurement and approval processes with the Engineer for each element of the Works before commencing work. Regardless of the acceptance of any materials or products based on the Contractor's process control the Contractor shall remain fully responsible for any defective material, product or plant/equipment used in the temporary and permanent Works.

PS.15 SUBMISSION OF AS-BUILT DATA

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

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

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

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

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

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

PS.16 FIXED AND TIME RELATED PRELIMINARY AND GENERAL AMOUNTS

Fixed and Time Related Preliminary and General Amounts are deemed to collectively cover all costs and charges for:

- risks, costs, and obligations in terms of the Conditions of Contract and of this standardized specification.
- head-office and site overheads and supervision.
- profit and financing costs.
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work.
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the site on completion of the Contract.

PS.16.1 Extension of Time

The amount payable to the contractor for time-related general items arising from an extension of time granted in accordance with clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The contractor shall claim for an extension of time in terms of the number of days delay incurred calculated in accordance with clause 5.1 of the GCC 2015.
- (ii) The contractor shall base his claim for an extension of time in terms of the number of working days delay incurred. Non-working days and special non-working days as defined in the contract data shall not be counted as working days.

The number of working days extension of time granted by the engineer, shall then be added to the original due completion date of the contract, commencing on the first working day after the day of the original due completion date, and ending on a working day which shall then be the extended due completion date.

- (iii) The number of calendar days extension of time to be granted by the engineer from the original due completion date to the extended due completion date as calculated in (ii) above, shall then be calculated commencing on the first calendar day after the day of the original due completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= \text{[(No. of calendar days extension of time granted / 365) x 12]}$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations items and in accordance with clause 5.12.3 of the GCC 2015 as a result of the extension of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under sections 1 or elsewhere in the schedule of quantities, that involve the unit of measurement "month" and that were provided on site for the full duration of the extension of time period. Where such items were provided for a portion of the extension of time period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original due completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Clause 6.6.2 of the GCC 2015 will be applicable for time-related obligations (i.e., the Contractor will be required to provide rate breakdown and as such, be paid a proven cost determined by the Engineer).

PS.16 PROGRESS PHOTOGRAPHS

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

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

PS.17 QUALITY ASSURANCE (QA) (*Read with SANS 1921 – 1: 2004 clause 4.4*)

The Contractor will be solely responsible for the production of work that complies with the relevant specifications and drawings to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site.

The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan. The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover.

Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

The Engineer will audit the Contractor's QA system on a regular basis to verify that adequate independent checks and tests are being carried out, and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

The contractor shall make allowance in the rate/s tendered under Preliminary and General to ensure the implementation and maintenance of an appropriate QA system, for the full duration of the contract.

Acceptance quality control

Acceptance quality control shall be conducted by the Employer and/or the Engineer and it shall consist of visual inspections, sampling, testing and measurements in terms of the methods and procedures specified in Chapter 20 of this Standard Specification and/or in the Contract Documentation in order to ensure that the Contractor complies with all his obligations prior to the acceptance of and payment for the Works.

The properties, characteristics and workmanship for each product or completed element of the Works shall be assessed for acceptance as specified in Chapter 20. Other properties, characteristics and requirements not prescribed in Chapter 20 shall be assessed and judged in terms of the specified requirements, permissible deviations and tolerances specified in the other chapters.

In the event of elements constructed using method specifications, the Engineer shall regularly monitor and inspect the process visually and ensure that the work is constructed in accordance with the approved method statement as well as with any applicable industry norms, standards and

best practices. The Engineer may, however, request any sampling, tests and measurements of the final product to ensure conformance to the design requirements. The costs for any such sampling, tests and measurements shall be borne by the Employer in the event of compliance with the requirements and specifications. In the event of non-compliance with the requirements and specifications the costs for any such tests shall be borne by the Contractor.

Regardless of the Employer's quality control acceptance of any materials or products the Contractor shall remain fully responsible for any defective material, product or plant/equipment used in the temporary and permanent Works.

PS.18 MATERIALS STOCKPILING & MOVEMENT OF STOCKPILES

The contractor is to take note that materials are to be stockpiled on site. The contractor, under the instruction of the Engineer and/or client, shall be required to relocate the stockpiled material within another area of the site of works (this shall include the contractors site camp). No compensation shall be paid to the contractor for such operations. This specification shall exclude cut to fill operations, the cost of which, shall be deemed to have been included in the rates under section DA and DB. No further charges shall be charged to the client for such operations.

PS.19 CONTRACT SIGNBOARD

The unit of measurement shall be the number of contract notice boards erected as instructed by the Engineer.

The tendered rate shall include full compensation for providing and erecting each contract notice board complete (refer to the typical notice board face detail shown in Section C4.6), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion.

All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the rate tendered.

PS.20 APPLICATION AND APPROVAL OF WORKS PERMIT

The application for the works permit shall be undertaken after the appointment of the successful contractor. The estimated time period for such works is 37 days. The employer's agent shall tender and select and appropriately qualified organisation to make the works permit application to the respective authorities. In addition, the contractor shall assist the appointed health and safety organisation in ensuring that the submitted health and safety plan is suitable for submission for the works permit. In an instance where the health and safety plan requires modification, the contractor shall make such modifications in line with the recommendations of the appointed health and safety organisation. Allowances to undertake such works is allowed for in the priced bill of quantities under section AA.

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

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in 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 DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS ED	Road Asphalt
PS EE	Pre-coated Stone Chippings
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EJ	Concrete Interlocking Block Surfaces
PS EK	Waterbound Macadam Base
PS EL	Dumprock Subgrade Improvement
PS EM	Concrete Surface to Roads
PS EN	Slurry Sealing
PS EP	Single Seal Surface Treatment
PS F	Protection Works
PS G	Pre-stressing
PS H	Reinforced Earth
PS J	Piling
PS K	Bearings
PS L	Structural Work
PS PB	Pavement Layers of Gravel Material

PS PC	Stabilisation of Gravel Base
PS PD	Surface Treatment: Modified Binder
PS PE	Pressure Pipelines: Steel
PS PF	Pressure Pipelines: other than Steel
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS PJ	Pipe Jacking
PS PG	Lateral Support Systems
PS PS	Pump Stations: Sewage
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

PS.AB.1 WORKS NEAR RAILWAY LINES

Refer to PS.18

All work carried out on, over, under or adjacent to railway lines of a statutory authority shall be carried out strictly in accordance with the latest edition of the official specifications of such authority. Where a copy of the specifications is not included in the project specifications or where the copy included in the project specifications is amended or superseded by another, the contractor shall obtain the latest edition, which shall be kept on the site, before any work of this nature is commenced.

The attention is drawn particularly to the requirements contained in the specifications regarding the approval that must be obtained from the relevant statutory authority for a work permit or occupation of its property and the approval of falsework and formwork plans. The contractor shall comply, inter alia, with the requirements for the preparation and submission of drawings for falsework and formwork, and the submission of certificates for the proper construction thereof. The contractor shall submit to the engineer the relevant design details and drawings of the working platform(s) and access structures for comment and/or record purposes. An accurate and detailed works programme shall be submitted within two weeks of the beginning of the contract so that close liaison with the relevant Transnet authorities can be maintained. All supervision requirements will be carried out by Transnet, to the client's cost. This shall require a minimum of two months advance planning and the contractor shall be responsible for flagging this requirement in his works programme and adjusting this in accordance with delays or accelerations within the programme.

PS.AB.2 AS – BUILT DATA

The Tenderer shall note lump sum Item in, Section 1, Part AB covering the submission of as-built data.

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

- (a) A list of surveyed co-ordinates of all work carried out.
- (b) A list of surveyed co-ordinates of all road edge, dwellings, fencing and services within the vicinity of the works.
- (c) A0 hard copies.

(d) The survey must include:

All new works carried out: kerb line including channel, road edge, road markings, edge of sidewalks, trees, access points, services (existing and new), different hatching to indicate different types of surfacing.

The contractor must also give the Engineer a materials as-built data in the format approved by the Senior Manager of the Pavement and Geotechnical Laboratory – City Engineers. The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Engineer.

PS.AB.3 ALLOWANCE FOR GEOTECHNICAL INVESTIGATIONS AND TESTING BY ENGINEER

An allowance has been made in the BOQ for materials investigation and/or testing, as required by the Employer's Agent. An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of the testing.

PS.AB.4 Temporary Offices for Engineer and Staff

The offices for the Engineer and staff shall be situated in the Site camp area with general security arrangements.

The Contractor is to provide cleaning and maintenance to the Engineer's office complex. The following shall be provided by the Contractor:-

(a) Engineer's Offices

- (i) Type 1 office as are specified in Clause AB.2.2 of the Departmental Technical Specification but modified to dimensions of at least 3m x 3m or 3m x 4m per office. Number of chairs to be reduced to 3 chairs, i.e. 1 swivel and 2 standard padded chairs
- (ii) 1 No. (one) 18m² air conditioned office to be used as a boardroom, including table, chairs and a 2m long x 1m high board.
- (iii) 2 No (two) Toilet facilities with wash basins,
- (iv) 1 No (one) kitchen with cupboards, sink, a fridge, microwave oven, and hot and cold potable.
- (v) 2 No. (two) covered car ports adjacent to the above offices.
- (vi) Refer to PS.20.
- (vii) All necessary insurances shall be provided for all the equipment.

(b) Materials Testing

- (i) A 10 m x 10 m x 100 mm concrete material/sample drying slab.
- (ii) 2 No. 3 m x 1,5 m x 500 mm plastered brickwork, covered cube curing baths. The baths shall have automatic temperature control.

(c) Stationary and office equipment for engineer

- (i) Photocopy / scanning machine,
- (ii) Internet access for the Engineer and his staff. Minimum of 100GB per month. A router which allows for the connection of at least 10 users shall be provided. Cost to include for installations and connections.
- (iii) The offices shall allow for an L-shaped desk with 4 drawers, a filing cabinet, a drawing rack, 1 swivel chair and 2 padded chairs. All the necessary insurance shall be provided for all the above equipment.
- (iv) The Boardroom shall have a boardroom table with chairs to accommodate for a

minimum 10 people.

(v) The offices and the Boardroom shall have a white board marker and a pin-up Board mounted on the wall.

Particular Specification 203

Areas around Site Office

The access and other roads around the Engineer's Offices and the laboratory shall be treated to make them dust free either by crushed stone, suitable dust-laying oils, or bituminous surfacing being used or other approved means being adopted. They shall be well drained and kept trafficable and free from mud at all times. Footpaths shall be similarly treated to provide convenient access to all buildings.

A Prime Cost Item has been included in Section 1, Part AB of the Bill of Quantities for the provision of ancillary laboratory equipment. Allowance for the costs of the above listed items must be made under the relevant items in Part AB

- Preliminary and General of the Bill of Quantities.

PS.AB.5 WORKS NEAR RAILWAY LINES

Refer to PS. AB.1 and PS.18

All work carried out on, over, under or adjacent to railway lines of a statutory authority shall be carried out strictly in accordance with the latest edition of the official specifications of such authority. Where a copy of the specifications is not included in the project specifications or where the copy included in the project specifications is amended or superseded by another, the contractor shall obtain the latest edition, which shall be kept on the site, before any work of this nature is commenced.

The attention is drawn particularly to the requirements contained in the specifications regarding the approval that must be obtained from the relevant statutory authority for a work permit or occupation of its property and the approval of falsework and formwork plans.

The contractor shall comply, inter alia, with the requirements for the preparation and submission of drawings for falsework and formwork, and the submission of certificates for the proper construction thereof. The contractor shall submit to the engineer the relevant design details and drawings of the working platform(s) and access structures for comment and/or record purposes.

An accurate and detailed works programme shall be submitted within two weeks of the beginning of the contract so that close liaison with the relevant Transnet authorities can be maintained. All supervision requirements will be carried out by Transnet, to the client's cost. This shall require a minimum of two months advance planning and the contractor shall be responsible for flagging this requirement in his works programme and adjusting this in accordance with delays or accelerations within the programme.

PS.C.1 POLYCRETE HANDRAILING SYSTEM

The unit of measurement shall be the meter of railing complete in accordance with the issued construction drawings. The pedestrian hand railing shall include for construction of the concrete upstand for precast polycrrete handrailing system posts on the supporting wall, deck, coping or beam, and the attachment of the post to the hand railing. The rate includes all work above the

concrete upstand and for any kerbing and coping forming an integral part of the railing.

POLYCRETE HANDRAIL SYSTEM

The replacement handrail shall be resin bound cementitious system, the Polycrete Handrail system or approved equal. The post reinforcement shall project out the bottom of the post and shall form part of the post fixing to the deck. The fixing of the posts to the bridge deck shall be into pre-drilled holes with non-shrink grouts and epoxy adhesives of approved manufacture.

The top of the posts shall be trimmed to the correct height to receive the polycrete handrail section the top of which shall be 1100mm above the bridge deck. The handrail shall be fixed to the top of the posts with an epoxy paste adhesive of approved manufacture and positively fixed with fixings at approximately 700mm centers.

Detail drawing and specifications of the railing can be found elsewhere in this document.

The handrail system must comply with the loading requirements of TMH 7 Section 3.5.1.2. (c) Class II Balustrades. The structural design of the handrail system as proposed by the tenderer, shall be certified by a person registered with the Engineering Council of South Africa.

The tendered rate shall include full compensation for all labour, plant and materials (including reinforcing steel and prestressing requirements) for the manufacture and erection of the precast concrete railing.

PS.C.2 CONCRETE PEDESTRIAN RAILINGS

The unit of measurement shall be the meter of railing complete in accordance with the issued construction drawings. The pedestrian hand railing shall include for construction of the concrete upstand for precast concrete posts on the supporting wall, deck, coping or beam, and the attachment of the post to the hand railing. The rate includes all work above the concrete upstand and for any kerbing and coping forming an integral part of the railing. The rate is to include all labour and materials required to create the required tapered handrail as per the issued construction drawings.

Particular Specification 237

The tendered rate shall include full compensation for all labour, plant and materials (including reinforcing steel and prestressing requirements) for the manufacture and erection of the precast concrete tapered railing.

PS.C.3 ARCHITECTURAL FINISH ON SIDES OF DECKS

The unit of measurement shall be a square meter of completed architectural design on the side of the deck to the required finish as per the issued construction drawings. The rate shall include for construction of the architectural finish, inclusive of labour, materials, manufacture of templates to create the required design and all associated costs for full and proper completion of the architectural facade finish on the sides of the bridge decks. The contractor may not glue/stick/dowel any elements on to the structure after the decks have been cast to create the required finish. It is envisaged that a template be stuck on to the timber/steel shutter to create the required finish. Alternative construction methods will be considered but must be approved by the engineer prior to execution of the work. The designed finish is to be formed out of concrete. The

concrete cost is not to be included in this rate.

The engineer is to approve the method statement for this section of work prior to ordering any materials to achieve the required finish and/or casting the bridge decks.

PS.C.4 SAFE RAILWAY PASSAGE THROUGH FALSEWORK

During the construction of bridges over railways, the contractor must provide a passageway through the deck falsework to allow uninterrupted passing of railway trains at all times and for construction activities to take place above and beside the passageway at all times, for which a sum item has been included in the bill of quantities. The passageway must include boards on its top and protective shielding on its two vertical sides to prevent the unsafe entry of any objects, or material, to the satisfaction of the Engineer and a representative of the relevant railway authority. Allowance must be made for the operation of the railway's overhead electric lines inside the passageway.

The contractor must note that the removal or relocation of existing steel gantry structures carrying overhead electrification wires will not be permitted by the railway authority, and the design of falsework and formwork will need to accommodate for the railway service gantry frames remaining in place and fully operational below certain bridge decks during construction. The contractor shall design the falsework based on the limited space available between the finished deck and railway service gantry, as indicated on the relevant drawings, and maintaining safe clearance above the top horizontal beam of the railway service gantry. No additional payment shall be made for compliance with these requirements.

Particular Specification 241

The Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the falsework and passageway. The contractor will be required to submit a drawing to the Engineer and railway authority for record and comment before any falsework is erected. The drawing shall be signed by a registered Professional Engineer certifying that he has checked the design of the falsework and that the drawing is correct and in accordance with the design.

Before any load is applied to the falsework, a certificate shall be provided by a professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawing. Approval by the Engineer of the contractor's proposals for falsework shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of defective materials.

The tendered lump sum shall include full compensation for designing, establishing, maintaining and de-establishing the passageway.

PS.C.5 CONSTRUCTION – FALSEWORK, FORMWORK & CONCRETE FINISH

Refer to Departmental Specifications part C - clause C.5.3 - *Formed Concrete Surfaces Finishes*. The finish to exposed concrete surfaces shall be Class 3(a) smooth finish. This is an "off-shutter" finish and it is generally accepted that the desired finish is only achieved with waterproof timber shutter-boards; no steel shutters shall be used for this finish with the exception that purpose made steel moulds will be permitted for columns, traffic barriers and precast items.

A Sum item has been included in the Bill of Quantities for the manufacture, establish on site and remove on completion special purpose-made shuttering to form the deck and columns. Before manufacture, the Engineer shall approve the proposal for the shutters and especially the positioning of joints and seams between shutter pieces. 75% of this item shall be paid on delivery of the purpose-made shuttering to site, and the balance on removal after completion.

Refer to clause C.5.4 - *Concrete Upper Surface Finishes*.

All exposed horizontal concrete surfaces shall be finished to a Class 3 wood float finish unless otherwise indicated. The surface of exposed bridge parapets, traffic barriers and retaining wall parapets shall be to a Class 4 steel trowel finish.

All exposed concrete edges shall receive a 20x20mm chamfer (including foundations & pile caps), the cost of which shall be included in the rate for shuttering. The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint.

Clause C.5.2. of Departmental specification, Part C refers. The Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the Falsework.

The contractor will be required to submit a drawing to the Engineer for record and comment before any falsework is erected. The drawing shall be signed by a registered Professional Engineer certifying that he has checked the design of the falsework and that the drawing is correct and in accordance with the design. Before any load is applied to the falsework, a certificate shall be provided by a professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawing. Approval by the Engineer of the contractor's proposals for falsework shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of defective materials.

The Contractor shall make good any damage to the completed structure caused by falsework or shuttering.

The centering shall be accurately maintained in line and level. All levels shall be checked with a surveyor's level immediately before concreting is commenced and immediately it is completed.

PS.C.6 CONSTRUCTION – FIXING OF REINFORCEMENT

The concrete cover for all structural concrete elements shall be within the acceptance ranges shown in Table C.5.1 unless otherwise specified on the issued construction drawings. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval.

The overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover.

Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto

reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Where fixing wire is inserted into cover blocks, it shall be galvanised. Cover and spacer blocks manufactured from other materials e.g. plastic, shall be approved by the engineer prior to being used on site. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.

PS.C.7 CONSTRUCTION JOINTS

No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the engineer.

The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint

PS. C.8 BLINDING FOR STRUCTURES

Concrete blinding shall extend 100mm all round beyond the horizontal dimensions of all formed footings to facilitate placing of the formwork, unless otherwise directed by the Engineer. In the case of structures where excessive ground water is encountered, the blinding layer may extend over the full plan area of the base of the excavation and beyond the edge of the foundation where required. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of blinding layer and the actual area of blinding placed subject to a maximum distance of 600mm beyond the edge of the foundation.

PS.C.9 CURING AND PROTECTION

Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period but in no instance shall it be less than 7 days unless otherwise approved by the Engineer.

Where a curing compound is used, it shall consist of an approved water based low viscosity clear wax emulsion applied in accordance with the manufacturer's instructions. The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the engineer. If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2hours. If the surface is an unformed finish e.g. top of deck slab, then the surface must be protected immediately by appropriate methods approved by the engineer after it is finished, without damage to the surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete. In order to prevent early settlement and shrinkage of the concrete, the concrete placed shall be re-vibrated after initial compaction while the concrete is still in a plastic state. Any remedial measures shall be as approved in writing by the engineer.

On bridge decks, the top surface shall be cured using the method by constantly spraying the entire area of exposed surfaces with water (mist spraying) unless the contractor provides a

suitable alternative that is accepted by the Engineer.

PS.C.10 SAFE ROADWAY PASSAGE THROUGH FALSEWORK

During the construction of bridges over roads, the contractor must provide a passageway through the deck falsework to allow uninterrupted passing of vehicles at all times and for construction activities to take place above and beside the passageway at all times, for which a sum item has been included in the bill of quantities. The minimum clearance height over the roadway will be 5.5 meters. The passageway must include boards on its top and protective shielding on its two vertical sides to prevent the unsafe entry of any objects, or material, to the satisfaction of the Engineer and a representative of the relevant roadway authority.

The contractor shall design the falsework based on the limited space available between the finished deck and roadway service gantry, as indicated on the relevant drawings, and maintaining safe clearance above the top horizontal beam of the railway service gantry. No additional payment shall be made for compliance with these requirements.

Particular Specification 241

The Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the falsework and passageway. The contractor will be required to submit a drawing to the Engineer and railway authority for record and comment before any falsework is erected. The drawing shall be signed by a registered Professional Engineer certifying that he has checked the design of the falsework and that the drawing is correct and in accordance with the design.

Before any load is applied to the falsework, a certificate shall be provided by a professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawing.

Approval by the Engineer of the contractor's proposals for falsework shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of defective materials.

The tendered lump sum shall include full compensation for designing, establishing, maintaining and de-establishing the passageway.

PS.DD EARTHWORKS FOR STRUCTURES

PS.DD.1 EXCAVATION FOR STRUCTURES

Excavation shall be carried out in accordance with the Departmental Specification Part DD Earthworks for Structures. The unit of measurement shall be the cubic metre (m³) measured up to original ground level.

Full lateral support shall be required where the depth of excavation is greater than 1.5m if the embankments are not battered back to at least 1 in 1.5 and the Contractor is to allow for this in his/her normal rates.

Full lateral support shall be provided in terms of sheeting, timbering, strutting and shoring to ensure the safety of workman and to secure any structures, roads or services adjacent to the excavations.

Excavated material shall be stockpiled on site for use as backfill material. No material shall be taken to spoil unless the Engineer shall have issued a written confirmation that the material is deemed unsuitable for re-use.

Excavation shall be classified under the headings as described in Clause DD.3.1. The excavation through alluvial or river deposits containing boulders shall be classified as soft excavation. An extra over measurement for rock/bedrock shall only be allowed should blasting or the use of explosives be utilized.

Tenderers shall note that excavation for structures is measured to the neat dimensions of the foundation in plan as if excavated with vertical sides.

No extra over payment shall be made for restricted excavation. The Tenderer shall note the instances where the nature of the excavation is restricted, and shall make allowance in the excavation rates.

Where the sides of footings are specified as being cast against rock, the excavation overbreak outside the neat foundation dimensions shall be made up in concrete and tenderers shall make allowance for this in their excavation or concrete rates.

Over-excavation for the concrete base of the foundations will be in-filled with grade 25/19 mass concrete at the contractor's own expense. The contractor will take due precaution to ensure that this does not occur.

The backfilling and compaction shall be done with due regard to Clauses DD.5.6 and DD.8.3. Compaction is to be 95% Mod. AASHTO in layers of no deeper than 300mm.

PS.DD. 2 BACKFILL FOR STRUCTURES

Backfilling of excavations shall be carried out in accordance with the Departmental Specification Part DD - Earthworks for Structures. The backfilling and compaction shall be done with due regard to Clauses DD.5.6 and DD.8.3. Compaction is to be 95% Mod. AASHTO in layers no deeper than 300mm. The unit of measurement shall be the cubic metre (m³) measured up to finished ground level.

PS.L.1 PROTECTIVE FENCING SYSTEM OVER PEDESTRIAN BRIDGE

An allowance has been made in the BOQ for the design, fabrication, supply and installation of a protective steel fencing system, including structural steel supports, over the top of the pedestrian bridge, by a specialist sub-contractor. The fencing system and supports shall be hot-dipped galvanised in accordance with SABS 763-1998 (and amendments) using a thickness of zinc coatings for heavy duty applications as specified in table 1 of the code, and powder-coated black in colour. The fencing and support system are to be pre-assembled in sections before hot-dip galvanising. All structural steel members shall be Grade 300W in accordance with SABS 1431 and amendments. Welding and testing shall be carried out in accordance with SABS 044 (and associated parts and amendments) and SABS 0167 (and amendments).

The PC Sum allowing for this overall item shall be used to include for the forming of a concrete frame at each end of the pedestrian bridge. The frame detail shall be finalised when the client approves the details of the protective fencing. Once finalised, a rate will be negotiated and shall include formwork (which shall include curves), supply, forming shutters, supply and casting of

concrete.

An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of the fencing system and fencing support structure. The unit of measurement shall be PC sum.

PS.18 TRANSNET RAIL

Project Specification 197

The construction of the bridge takes place over an active railway line, including railway masts carrying numerous 3kVa cables, earth cables and telecommunications cables. Under no circumstances may materials, equipment or debris fall onto the track, masts, cables or trains below.

The Contractor must not, in any way, affect Transnet Rail's functions. Trains are to run at all times, without delays, unless the following has occurred:

1. A temporary railway shutdown has been arranged by the Contractor with Transnet Rail.
 - 1) Transnet require 3 months' notice for this.
 - 2) Transnet have regular scheduled maintenance once per month, on a Sunday. The
 - 3) Contractor can synchronise his activities with Transnet's maintenance. Once again, the
 - 4) Contractor is to arrange this with Transnet.

Before constructing the bridges, Transnet requires the following work to be done by the Contractor:

- Add stay wires to two masts (Masts 157/3 and 157/6)
- Move a bundle of insulated cables from Mast 157/5 to 157/6, and from 157/4 to 157/3
- Remove the extension pole on Mast 157/5
- Remove and construct new Masts for 157/4 and 157/5
- Construct a new mast between 157/5 and 157/6
- Move Transnet's traffic signals north of Bridge A

The design and specifications for such work shall be made available to the Contractor upon appointment.

PS.19 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 sub-contractors, 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.

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

PS.20 SITE FACILITIES REQUIRED

PS.20.1 Temporary offices

The offices for the Engineer and staff shall be in the site camp with general security arrangements

1. 1 Nos. (one) lockable air conditioned offices with area of 9 to 12m², all fully furnished,
2. 1 No. (one) of 18m² air conditioned office to be used as a boardroom,
3. 2 Nos.(two) sanitary facilities,
4. 1 No. (one) kitchen with cupboards, a fridge, microwave oven, and hot and cold water, and
5. 2 (two) shaded carports for the sole use of the Engineer and his site personnel.

Refer to PS.AB.1.1.

Project Specification 195

The contractor will be required to provide maintenance/cleaning to the Engineer's office.

C3.4: PARTICULAR SPECIFICATIONS

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

- C3.4.1 Part AH - OHS 1993 Safety Specification
(26 Pages)
- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)
- C3.4.3 Baseline Risk Assessment (22 Pages)
- C3.4.4 Site Safety Specification (18 Pages)
- C3.4.5 Transnet SOC Ltd RN Risk Assessment (excel)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Refer to the attached concrete drawings with Drawing Number 48861.

C3.5.2 STANDARD DRAWINGS

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

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

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Refer to drawing number 1 for indication of locality of the bridges with drawing number 48861.

C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.

C4.4 ANNEXURES

C4.4.1 NOTICE BOARD

20. **INDEMNITIES AND INSURANCE**

- 20.1 The Grantee indemnifies Transnet against all claims made by third parties against either Transnet or the Grantee or both consequent upon the death of or bodily injury to or illness of any person or loss of or damage to any property and against any other claims, proceedings, damages, costs and expenses arising out of or by reason of the execution of the Works by the Grantee, his employees or any of his contractors or subcontractors or their employees.
- 20.2 The Grantee shall insure in the joint names of the Grantee and Transnet, with a company registered in the Republic of South Africa, against all claims legally enforceable against the Grantee or Transnet by any third party, arising out of any act or omission on the part of the Grantee or Transnet or any of their employees, contractors or subcontractors in the course of and as a consequence of executing the Works.
- 20.3 The limit of indemnity provided by the policy shall be the amount of R15 000 000,00 (the fifteen million rand) in respect of any one occurrence or a series of occurrences arising out of one event inclusive of all costs and expenses of litigation but unlimited in respect of the number of events during the period of insurance. The Grantee shall be responsible for all amounts payable as deductibles in terms of the Policy.

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E.7/2 (Amended April 2016 and April 2017)

- 20.4 The insurance to be provided in terms clause 20.2, shall have a cross liabilities cover in respect of which Transnet and the Grantee shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.
- 20.5 The insurance coverage shall be obtained from an insurer in terms of an insurance policy approved by Transnet. The Grantee shall, before commencing work, submit to the Transnet Technical Officer the policy of insurance together with a certificate from the insurer or insurance broker concerned, confirming that the policy provides the full coverage referred to in clauses 20.2, 20.3 and 20.4, Grantee shall furthermore submit to the Transnet Technical Officer, at 3-monthly intervals, proof that premiums have been fully paid up. Under no circumstances shall the policy be cancelled while the Works are in progress without the written consent of the Transnet Technical Officer.
- 20.6 Before payment as settlement of any claim is made by the insurer, the claimant(s) shall certify in writing that such payment releases Transnet of all obligations resulting from any act or omission giving rise to such claim.
- Transnet must be advised that the claim has been paid out directly to the claimant(s) concerned.