



**DEPARTMENT (Cluster)**  
**TECHNICAL SERVICES**  
**DIRECTORATE (Unit)**  
**Road Infrastructure Management**  
**DIVISION**  
**Roads Provision**

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

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

**Contract No:** 1R-33172

**Contract Title:** Fannin Road: WP2 – Bridges and Road Construction

**Estimated CIDB:** Grade: 8      Class: CE

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** [Compulsory Clarification Meeting](#)

**Meeting Location:** 30 Archie Gumede Place, 2nd Floor, Room 213, On 26 February 2026 at

**Date, Time:** 09:00, Consolidated Question and Answers from the clarification meeting will be uploaded on 12 March 2026

**Queries can be addressed to:** Name: [Linga Govender \(Pr.Eng\)](#)

**The Employer's Agent:** Tel: 031-311-7643

eMail: [Linga.govender@durban.gov.za](mailto:Linga.govender@durban.gov.za)

**TENDER SUBMISSION**

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

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

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

**JDE Queries**  
**Contact:**

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

**Closing Date/ Time:** [Friday, 20 March 2026](#) at [11h00](#)

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

**Issued by:**

ETHEKWINI MUNICIPALITY

Deputy **Director / Head:** [Roads Provision](#)

Date of Issue: [21/01/2026](#)

Document Version 01/07/2025

**FOR OFFICIAL USE ONLY**

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

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## **PART T1: TENDERING PROCEDURES**

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

Tenders are hereby invited for the works to [undertake the Fannin Road, WP 2 – Bridge and Road Construction. The Works entails the construction of two vehicular bridges, approximately 0.7km of roadway construction, service roads and ancillary works.]

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy <b>Director / Head: Roads Provision</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li><a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li><a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <b>8 CE</b> (or higher).	C.2.1.2
<b>Clarification Meeting</b>	<b>30 Archie Gumede Place, 2nd Floor, Room 213, On 26 February 2026 at 09:00, Consolidated Question and Answers from the clarification meeting will be uploaded on 12 March 2026</b>	C.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent whose contact details are: <b>Name: Linga Govender (Pr.Eng)</b> <b>Tel: 031-311-7643</b> <b>eMail: <a href="mailto:Linga.govender@durban.gov.za">Linga.govender@durban.gov.za</a></b>	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:  <b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b>  An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>Friday, 20 March 2026</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 90/10</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

<b>CIDB B.U.I.L.D. Programme Standards</b>	
CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Applicable</b>
CIDB Standard for Developing Skills through Infrastructure Contracts	<b>Applicable</b>

## **T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

**This Part (T1.1.2) is for information purposes only.**

**Compliance requirements are stated in Part T1.2: Tender Data.**

### **1) General**

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.

### **2) 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](mailto:supplier.selfservice@durban.gov.za)  
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

### **3) Assistance with using the JDE System**

The following P&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: | <a href="mailto:supplier.selfservice@durban.gov.za">supplier.selfservice@durban.gov.za</a> |

### **4) 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.

## 5) Tender documentation

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

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

## 6) Submission of tender offers

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

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

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-SSS) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

## 7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

### **T1.1.3: NOTES TO TENDERERS**

**These “Notes to Tenderers” are intended to provide guidance to Tenderers regarding tendering obligations and requirements.**

**Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

#### **eThekwini Supply Chain Management Policy (SCMP)**

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

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

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

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

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

The following is to be noted:

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

##### **2) Section 20(1)(d)(i): Audited Financial Statements**

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

##### **3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years**

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

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

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

##### **5) Section 21.2: Tender Validity**

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

**6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations**

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

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

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

**7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)**

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

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

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

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

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

**CIDB****Regulation 25(8)**

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

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

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

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

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

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

#### **Annex C**

### **Standard Conditions of Tender**

<b>C.1</b>	<b>General</b>	
<b>C.1.1</b>	<b>Actions</b>	
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.	C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.
		<b>C.1.2 Tender Documents</b>
		The documents issued by the employer for the purpose of a tender offer are listed in the <b><i>Tender Data</i></b> .
		<b>C.1.3 Interpretation</b>
		C.1.3.1 The <b><i>Tender Data</i></b> and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
		C.1.3.2 These conditions of tender, the <b><i>Tender Data</i></b> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	



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

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

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

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

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

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure;

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

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

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

#### C.1.6 Procurement procedures

##### C.1.6.1 General

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

##### C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.	<b>C.2.2 Cost of tendering</b>
<b>C.1.6.3 Proposal procedure using the two stage-system</b>	C.2.2.1 Accept that, unless otherwise stated in the <b>Tender Data</b> , the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
<b>C.1.6.3.1 Option 1</b>	C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the <b>Tender Data</b> , and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.	<b>C.2.3 Check documents</b>
<b>C.1.6.3.2 Option 2</b>	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.	<b>C.2.4 Confidentiality and copyright of documents</b>
C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the <b>Tender Data</b> , and award the contract in terms of these conditions of tender.	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
<b>C.2 Tenderer's obligations</b>	<b>C.2.5 Reference documents</b>
<b>C.2.1 Eligibility</b>	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the <b>Tender Data</b> and the tenderer, or any of his principals, is not under any restriction to do business with employer.	<b>C.2.6 Acknowledge addenda</b>
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the <b>Tender Data</b> , in order to take the addenda into account.
	<b>C.2.7 Clarification meeting</b>
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves

<p>with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the <b>Tender Data</b>.</p>	<p><b>C.2.12 Alternative tender offers</b></p>
<p><b>C.2.8 Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the <b>Tender Data</b>.</p>	<p>C.2.12.1 Unless otherwise stated in the <b>Tender Data</b>, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.</p>
<p><b>C.2.9 Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the <b>Contract Data</b>. The tenderer is advised to seek qualified advice regarding insurance.</p>	<p>C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b>Tender Data</b> or criteria otherwise acceptable to the employer.</p> <p>C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.</p>
<p><b>C.2.10 Pricing the tender offer</b></p> <p>C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the <b>Tender Data</b>.</p> <p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p> <p>C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the <b>Contract Data</b>.</p> <p>C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the <b>Tender Data</b>. The conditions of contract identified in the <b>Contract Data</b> may provide for part payment in other currencies.</p>	<p><b>C.2.13 Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the <b>Contract Data</b> and described in the scope of works, unless stated otherwise in the <b>Tender Data</b>.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the <b>Tender Data</b>, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p>
<p><b>C.2.11 Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>	<p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b>Tender Data</b>. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>
	<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the</p>

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

	provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.		procurement process and deny any such request if as a consequence:
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.		a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
<b>C.2.19</b>	<b>Inspections, tests and analysis</b>		b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b> .		c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<b>C.2.20</b>	<b>Submit securities, bonds and policies</b>		
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b> .	<b>C.3.2</b>	<b>Issue Addenda</b>
<b>C.2.21</b>	<b>Check final draft</b>		If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b> . If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b> , the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.		
<b>C.2.22</b>	<b>Return of other tender documents</b>	<b>C.3.3</b>	<b>Return late tender offers</b>
	If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b> .		Return tender offers received after the closing time stated in the <b>Tender Data</b> , unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
<b>C.2.23</b>	<b>Certificates</b>	<b>C.3.4</b>	<b>Opening of tender submissions</b>
	Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b> .	C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> . Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
<b>C.3</b>	<b>The employer's undertakings</b>	C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b> , the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b>	C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.1.1	Unless otherwise stated in the <b>Tender Data</b> , respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and notify all tenderers who collected tender documents.		
C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous		

<b>C.3.5 Two-envelope system</b>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.5.1 Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.</p>	
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b>, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	
<b>C.3.6 Non-disclosure</b>	
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	
<b>C.3.7 Grounds for rejection and disqualification</b>	
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	
<b>C.3.8 Test for responsiveness</b>	
<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total</li> </ul>



shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

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

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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



**T1.2.2 TENDER DATA**

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

**C.1: GENERAL****C.1.1 The employer:**

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

**C.1.2 Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** are identified in **Section C1.2.1**. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in **Section C3.3.1**. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in **Section C3.4** (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's Supply Chain Management Policy (as at advertising date).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
  - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
  - Any other eThekwini Policy documents referenced in the Tender Documents.

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

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

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

The Employer's Agent Representative is:

Name: [Zanele Skosana](#)  
Tel: [x031 765 3147](tel:0317653147)  
eMail: [Zanele.skosana@durban.gov.za](mailto:Zanele.skosana@durban.gov.za)

The Employer's Agent is:

Name: [Linga Govender \(Pr.Eng\)](#)  
Tel: [031-311-7643](tel:0313117643)  
eMail: [Linga.govender@durban.gov.za](mailto:Linga.govender@durban.gov.za)

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

#### C.1.6 Procurement procedures:

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

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

### C.2: TENDERER'S OBLIGATIONS

#### C.2.1 Eligibility:

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

##### C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
  - ii) the Tenderer fails to have **Returnable Document T2.2.2: Certificate of Attendance at Clarification Meeting / Site Inspection** signed by the Employer's Agent or their representative.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is to be completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive:**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - T2.2.5: MBD 4: Declaration of Interest.
  - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
  - T2.2.7: MBD 6.2: Declaration for Local Production and Content.
  - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
  - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).

- T2.2.12: Central Supplier Database (CSD) Report.
- T2.2.13: CIDB Registration and Status.

#### C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23: Certificates and Returnable Document: T2.2.13: Verification of CIDB Registration and Status** with respect to CIDB registration.

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

Joint ventures are eligible to submit tenders provided that:

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

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

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

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

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

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **54 and 55**.

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

**Table 1: Experience Requirement**

A minimum of **3 contracts for Road Works and a minimum of 3 contracts for Concrete Road Bridges**, with works of a similar nature, within the past 10 years, each with a value of **70%** of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

**Table 2: Works of a Similar Nature****Provision of Roads and Ancillary Works**

- Projects of a similar nature that will be considered will be a combination of the following types of projects:
  - new road construction
- Each project must consist of bulk earthworks, road layerworks and at-least two of the following elements:
  - kerbing / channelling
  - sidewalk / walkway construction
  - stormwater drainage
  - retaining structures
  - dealing with underground services (watermains, sewers, electricity, communication infrastructure)
- Projects that will be excluded are:
  - road rehabilitation projects
  - the construction of gravel roads
  - road maintenance projects

**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 the following types of projects:
  - Retaining walls (reinforced concrete, masonry, gabion).
  - Reinforced and prestressed concrete road bridges.
  - Reinforced Concrete Road bridges
- Projects that will be excluded are:
  - Structural steel bridges.
  - Pedestrian bridges.
  - Minor retaining structures

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

**NOTES** (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
5. Issued by the Client/ Employer.
6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.  
If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

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

Replace this paragraph with the following:

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

**C.2.6 Acknowledge addenda:**

Add the following paragraphs:

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

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

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

### C.2.7 Clarification meeting:

**30 Archie Gumede Place, 2nd Floor, Room 213, On 26 February 2026 at 09:00, Consolidated Question and Answers from the clarification meeting will be uploaded on 12 March 2026**

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

### C.2.10.2 Pricing the tender offer:

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

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

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

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

### C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

### C.2.13 Submitting a tender offer:

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

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:  
**the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban**

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

- Contract No. : **1R-33172**
- Contract Title : **Fannin Road: WP2 – Bridges and Road Construction**

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

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

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (Portable Document Format) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

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

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

The closing time is:

- **Date : Friday, 20 March 2026**
- **Time : 11h00**

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

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

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

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

#### **C.2.23 Certificates:**

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

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

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

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



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

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

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

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

## 3) **CIDB Registration** (if applicable)

Reference is to be made to **Returnable Document “Verification of CIDB Registration and Status”**.

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout and should be on or after the date of advertising of this tender. The Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

**Failure to comply with the above will result in the tender offer being deemed non-responsive.**

Should the Tenderer intend claiming Preferential Procurement Points (see **Tender Data C.3.11: “Evaluation of Tender Offers”**) the following certificate is required for verification of claimed points. **Failure to submit this certificate will result in no Preferential Points being evaluated.**

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

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

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

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

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

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

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

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



**C.3: THE EMPLOYER'S UNDERTAKINGS****C.3.1.1 Respond to requests from the tenderer:**

Replace the words “five working days” with “three working days”.

**C.3.2 Issue addenda:**

Add the following paragraph:

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

**C.3.4 Opening of Tender Submissions:**

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

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

Add the following Clause:

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

**C.3.11 Evaluation of Tender Offers:****Eligibility**

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

**Functionality**

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

**Preference Point System**

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

The **90/10** preference points system, for requirements with a Rand value above R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

### **Price Points**

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

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

#### **90/10 Procurement System**

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

Where:       $P_s$     =    Points scored for comparative price of bid under consideration  
                   $P_t$     =    Comparative price of bid under consideration  
                   $P_{\min}$  =    Comparative price of lowest acceptable bid

### **Preference Points**

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

#### **Broad-Based Black Economic Empowerment** (SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

A maximum of 10 tender evaluation Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

90/10 Preference Points System				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	10		5	4
2	9		6	3
3	7		7	2
4	6		8	1
Non-Compliant: 0				

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

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

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

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

**C.3.17 Copies of contract:**

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

**T1.2.3 ADDITIONAL CONDITIONS OF TENDER****T1.2.3.1 Complaints and Objections (Appeals)**

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

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

The City Manager  
Attention Ms S. Pillay      eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN  
4000

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

EThekweni Metropolitan Municipality  
First National Bank  
Account Number: 631 657 463 23  
Reference Number: Use the Contract Number

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

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

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

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

**T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies:

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

**T1.2.3.4 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

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T2.2.4	MBD 5: Declaration for Procurement Above R10 Million .....	33
T2.2.5	Contracts Awarded by Organs of State in the past 5 years .....	34
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5) .....	35
T2.2.7	MBD 6.2: Declaration for Local Production and Content .....	38
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices .....	42
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T2.2.13	CIDB Registration and Status .....	50
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**Contract Part:** The Tenderer is required to complete following forms:

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C1.2.2.2	Data to be Provided by Contractor .....	65
C2.2	Bill of Quantities .....	73

**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	<b>MBD 4, MBD 6, MBD 8, and MBD9</b> issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
-----	--

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

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

- i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **1R-33172** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

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

Name: .....

Name: .....

Signature: .....

Signature: .....

Capacity: .....

Capacity: .....

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

Name: L. Govender.....

Signature: .....

Date: .....

**T2.2.3 MBD 4: DECLARATION OF INTEREST**

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars: .....

.....



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

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

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

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

.....

## T2.2.4 **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION** (ALL APPLICABLE TAXES INCLUDED)

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars.		
.....		
.....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars.		
SEE Returnable Document T2.2.5		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars.		
.....		
.....		

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

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

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

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

**NAME (Block Capitals):****Date****SIGNATURE:**

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM)** (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

**1.0 GENERAL CONDITIONS**

- 1.1 The relevant **Preference Points System (90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2.0 ADJUDICATION USING A POINT SYSTEM**

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

**3.0 POINTS AWARDED FOR PRICE**

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

**90/10 Procurement System**

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

Where:  $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### 4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-Compliant	0

- 4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
  - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
  - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.

4.14 Gazetted Sector Codes supersede Generic Codes.

## 5.0 SUB-CONTRACTING

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

## 6.0 BID DECLARATION

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 points)

Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate.**

*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 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Policy, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1.0 GENERAL CONDITIONS**

- 1.1. The Preferential Procurement Policy makes provision for the promotion of local production and content.
- 1.2. The Policy prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:     x       is the imported content in Rand  
          y       is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



## 2.0 THE STIPULATED MINIMUM THRESHOLD(S)

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated Minimum Threshold</u>
Reinforcing steel	100%
Plastic pipes	100%
Cement	100%

### 3. Does any portion of the goods or services offered have any imported content?

YES ☐ NO ☐ (Tick applicable box)

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of Exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

## 4. CHALLENGES IN MEETING THE STIPULATED MINIMUM THRESHOLD

Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. 1R-33172**

**ISSUED BY:** (Procurement Authority / Name of Institution): **ETHEKWINI MUNICIPALITY**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <https://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<b>Bid price, excluding VAT (y)</b>	<b>R</b>
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	%
Local content %, as calculated in terms of SATS 1286:2011	%

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (a) I accept that the Procurement Authority/ Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (b) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/ Institution imposing any or all of the remedies as provided for in the Policy.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### PROFORMA ANNEXURE C

[illegible]

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **1R-33172**  
**Fannin Road: WP2 – Bridges and Road Construction**

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

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

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

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:



**T2.2.10 DECLARATION OF MUNICIPAL FEES**

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

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

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

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

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

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

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

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

- Where the Tenderer's place of business or business interests are outside the jurisdiction of 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:**

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

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

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

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

**Declaration by Tenderer**

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

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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


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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:


- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

\_\_\_\_\_

-----

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**T2.2.12 CSD REGISTRATION REPORT**

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

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

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

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

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

Note: the printout will contain more than one page.

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 CSD Registration Report.**

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

### T2.2.13 CIDB REGISTRATION AND STATUS

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

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

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

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

CIDB Registrations can be obtained from the CIDB website at:

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

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

Contractor Details		
CRS Number	Enterprise Status	
Contractor Name *	Type of Enterprise	
Trading Name	Expiry Date	
Current Contractor Grading Designation	Active From	
Contractor Grades	Class of Work Type	Active From
Approved Grade		

Print

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**T2.2.14 JOINT VENTURES AGREEMENTS**

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

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

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

**INTENT TO FORM A JOINT VENTURE**

Should our submission for CONTRACT: 1R-33172 be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

**Proposed Joint Venture**

Joint Venture Title (name):

Represented by (name):

Tel:

**Lead Partner/ Member 1**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

**Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

**Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

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

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

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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



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

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

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

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

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

**Guidance to Tenderers: Experience Submission Form****Client / Employer Details**

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

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

**Contract Details**

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

**Scope of Works**

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

**Joint Ventures**

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

(T2.2.16 is continued on the next page)

**Confirmation of submission of Information/ Documentation**

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

		If submitted, mark with an "X"
<b>SUBMISSION #1 - Roadworks</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	
<b>SUBMISSION #2 - Roadworks</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	
<b>SUBMISSION #3 - Roadworks</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	
<b>SUBMISSION #4 - Structures</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	

<b>SUBMISSION #5 - Structures</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	

<b>SUBMISSION #6 - Structures</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), <b>OR</b> most recent INVOICE (with Quantities summary)	
	Completion Certificate	

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**EXPERIENCE SUBMISSION #1 – For Roadworks**Reference is to be made to the **Tender Data: C.2.1.3.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks		
roadway layer-works		Stormwater Drainage		
kerbing/ channelling		sidewalk/ walkway construction		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks		
roadway layer-works		Stormwater Drainage		
kerbing/ channelling		sidewalk/ walkway construction		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

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

NAME (Block Capitals): \_\_\_\_\_

Date

SIGNATURE: \_\_\_\_\_

**EXPERIENCE SUBMISSION #3 – For Roadworks**Reference is to be made to the **Tender Data: C.2.1.3.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks		
roadway layer-works		Stormwater Drainage		
kerbing/ channelling		sidewalk/ walkway construction		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

*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 #4 – For Structures**Reference is to be made to **Tender Data: C.2.1.3.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		Reinforced and prestressed concrete road bridges.		
Retaining walls (reinforced concrete, masonry, gabion)		Reinforced concrete road bridges.		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

*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 #5 – For Structures**Reference is to be made to **Tender Data: C.2.1.3.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		Reinforced and prestressed concrete road bridges.		
Retaining walls (reinforced concrete, masonry, gabion)		Reinforced concrete road bridges.		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

*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 #6 – For Structures**Reference is to be made to **Tender Data: C.2.1.3.**

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

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

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

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

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

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

<b>Which Works Element(s) were included in the project?</b>		Reinforced and prestressed concrete road bridges.		
Retaining walls (reinforced concrete, masonry, gabion)		Reinforced concrete road bridges.		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on **Page 54.**

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

NAME (Block Capitals): \_\_\_\_\_

Date

SIGNATURE: \_\_\_\_\_

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

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

Contract No: **1R-33172**

Contract Title: **Fannin Road: WP2 – Bridges and Road Construction**

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

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

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

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

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

**For the Tenderer:**

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

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

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

**Capacity** (of Signatory) : .....

**Address** : .....

: .....

**Telephone** : .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name** (in capitals) : : .....

**Notes:**

**\* Indicates what information is mandatory.**

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

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

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

1.

Subject

Details

:

:

:
2.

Subject

Details

:

:

:
3.

Subject

Details

:

:

:

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

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

## C1.2: CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

### C1.2.2 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 **20 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:  
Physical: 30 Archie Gumede Place  
Postal: PO Box 1014, Durban, 4000  
Telephone: 031 311 2478  
Fax: **N/A**  
E-Mail: [Sandile.masondo@durban.gov.za](mailto:Sandile.masondo@durban.gov.za)
- 1.1.1.16 The **name of the Employer's Agent** is: Linga Govender (Pr.Eng)
- 1.2.1.2 The address of the Employer' Agent is:  
Physical: 30 Archie Gumede Place, 2<sup>nd</sup> Floor, eTA Building  
Postal: **N/A**  
Telephone: 031 311 7643  
Fax: **N/A**  
E-Mail: [Linga.govender@durban.gov.za](mailto:Linga.govender@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 10% 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 5 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Division (reference is made to Cl.5.3.1 of the Contract Data).

Note:

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

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

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- SCG (sub-contracting goals) Implementation Plan
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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

- 5.3.3 Add the following paragraph:

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

- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information. The Community will still have access through the site. There may also be service departments undertaking service relocations.

- 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 3500** (per Day).

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

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

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

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

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

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.



- The Index for, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.
- The Index for **Labour** shall be based on **2024 = 100**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 1,000,000**.

- Maximum first excess: **R 20,000.**

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

**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 2,000,000.**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20 000.**

**Principal's own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **Not applicable**
- Maximum first excess: **Not applicable.**

**Insurance of Works**

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

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

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

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

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

10.5.3 The **number of members** of the Adjudication Board to be appointed: **One.**

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 Ward 9**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

### C1.2.3.3 SUB-CONTRACTING GOAL (SCG)

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

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

**C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

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

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

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

- Category of Employment

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

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**

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 C.1.2 of the Tender Data).

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

Measurement and payment shall be in accordance with the relevant provisions of **Part C of each of the Standard Engineering Specifications (COTO)** 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.

**Part C 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 sub-chapters:

- 1.1 General Preamble,
- 1.2 General Requirements and Provisions,
- 1.3 Contractor's Site Establishment and General Obligations,
- 1.4 Facilities for the Engineer,
- 1.5 Accommodation of Traffic,

**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 55 pages. The pages are numbered BoQ 1 to BoQ 55



**PART C3: SCOPE OF WORK**

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

#### **C3.1.1 Description of Works**

The proposed works for Work Package 2 comprises of a portion of the re-alignment and reconstruction of Fannin Road, Molweni, Ward 9.

The existing Fannin Road is a narrow road situated at close level to the river and crosses the river over five locations, four of which are informal. The informal crossings comprise of steel pipes randomly placed along the river to serve a crossing for the road. During medium to heavy rains, the road crossings are flooded resulting in the road being non-functional.

Work Package 2 is for the construction of the following:

- i) Construction of Fannin Road from Ch.1330 to 2000,  
The road will be constructed to a 5.5m width, with Figure 6, type A barrier kerb, channel/fillet and a 2m sidewalk on either side of the road.  
The proposed road has been re-aligned both horizontally and vertically so as to mitigate against future flooding.  
A portion of the high fills have a rockfill to act as a drainage layer.  
On the high fills, a rock toe will be constructed.
- ii) Construction of a temporary detour road, Ch. 0 to 167,  
To allow for the construction of Bridge 2 over the existing informal river crossing, a temporary road and crossing shall be constructed adjacent to the informal river crossing. The temporary crossing shall be constructed before the existing informal crossing is removed. This road shall be 4.5m wide with full layerworks. On completion of the bridge 2 and the connecting road, the temporary road shall be removed.
- iii) Construction of Access Road 2, Ch. 0 to 80,  
This road shall be 4.5m wide connecting to Fannin Road to serve a few households. It shall have full layerworks with kerbing.
- iv) Construction of Access Road 3, Ch. 0 to 90,  
This road shall be 4.5m wide connecting to Fannin Road to serve a few households. It shall have full layerworks with kerbing. There is an existing 1000mm trunk watermain adjacent to the works.
- v) Construction of Access Road 4, Ch. 0 to 30,  
This road/driveway shall be 3m wide connecting to Access Road 3 and giving access to this business facility. Existing access to this facility shall only be severed once the access roads have been constructed. This road shall have full layerworks with kerbing. It will cross the existing 1000mm trunk watermain.
- vi) Construction of Access Road 5, Ch. 0 to 75,  
This road shall be 4.5m wide connecting to Fannin Road to serve a few households. It shall have full layerworks with kerbing.

- vii) Construction of Access Road 6, Ch. 0 to 50,  
This road shall be 4.5m wide connecting to Fannin Road to serve a few households. It shall have full layerworks with kerbing. There will be retaining wall on either side of the road.
- viii) Construction of Bridge 2 (60m) between Ch. 1436 and 1496,  
The bridge shall be 11.1m wide with barrier walls and sidewalks on either side of the deck. The barrier walls shall be precast units manufacture off-site.  
The bridge itself shall be modular units, with each module being 30m long with a pier midspan.  
The base for the bridge shall be anchors drilled and epoxied into the river bed with base constructed over these anchors.
- ix) Construction of Bridge 3 (90m) between Ch. 1653 and 1743,  
Bridge 3 is identical to Bridge 2 except that it is 90m long and will have 2 x 30m modules.
- x) Construction surface drainage,  
The road drainage shall comprise of stormwater pipes, catchpits, subsoil drains and headwalls.  
There shall be two major drainage crossings, Ch. 1360 and Ch. 1815, which will drain the valley line to the left of the road.
- xi) Construction of V-drains,  
The V-drains shall be constructed on the left of the road to drain the catchment area. The V-drain is 1.3m wide.
- xii) Construction of gabions walls and baskets,  
An alignment for a gabion basket has been designed along right edge of Fannin Road, between Ch.1300 and Ch.1405. The wall varies in height between 3m to 5m high. From Ch.1405 a concrete wall shall be constructed as part of the extension of Abutment A of Bridge 2.  
On the right edge of Fannin Road, between Ch.1330 to 1360, a 1.5m high gabion wall shall be constructed to retain the fill of Fannin Road.
- xiii) Construction of mass gravity retaining walls,  
Mass gravity walls of height between 2m to 3m shall be constructed on three locations, ie.
- Fannin Road, right edge, Ch.1590 to 1620,
  - Access Road 6, left edge, Ch. 5 to 40.
  - Access Road 6, right edge, Ch. 5 to 26.
- xiv) Re-alignment of the river,  
The existing river runs alongside Fannin Road on a natural pathway that is irregular. To mitigate against future flooding and to allow for easy of flow of the river, the river bed shall be re-aligned horizontally and vertically. There is a fair

amount of cutting of the existing bed allow for ease of flow of the river. The cut material shall be used as fill material for the road construction.

xv) Relocation of services,

The known existing services are that of watermains and electricity. An item has been allowed in the BOQ for the relocation of these services. The Engineer shall engage with the relevant service providers to secure the wayleaves but the contractor shall allow for the actual relocation of these services.

xvi) landscaping.

xvii) General

Access to all roads and private properties must be maintained throughout the contract.

The Contractor will be working under live traffic throughout the duration of the contract. It shall be his responsibility to ensure adequate traffic deviations and calming measures are in place to ensure safe working conditions.

Some of the works are along steep banks.

There are numerous electricity lights poles along the existing road. The contractor is required to ensure minimum clearances to powerlines are maintained at all times.

The Contractor will be working within a river course, throughout the duration of the contract which may go into rainy seasons, it shall be his responsibility to ensure that adequate measures are in place to ensure safe working conditions.

The contractor shall be responsible for all river diversions to carry out the works.

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

Fannin Road is situated in the valley of the flood plain of a tributary that joins the Umgeni River. Fannin Road crosses the tributary over five locations. The flood plain consists of large size to medium sized boulders, and rock bed.

The road runs alongside existing property.

Access to the site is from either the Wyebank area or the Waterfall area.

Access for haulage vehicles from the Wyebank area is prohibited due to the steep gradient and narrow width of Fannin Road.

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

The riverbed has a high visibility of large to medium sized boulders. The riverbed also has hard rock.

## **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:

- a. Relocation of Services: The notice period required for the relocation of services is a minimum of eight weeks from date of proving and providing of notice. 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 Employers Agent.

- b. All pavement designs to be done and submitted at-least one month before the pavement is to be laid.
- c. Existing electrical Poles will have to be worked around until the fill for the proposed Fannin Road is complete upon which new poles may be installed and the cables relocated.
- d. Methodology for all structures to be done and submitted to the Engineer at-least 2 weeks before the works commence.
- e. The road would need to be opened at all times though under restricted widths to allow the construction activities. The contractor is required to carefully plan his traffic accommodation in order to carry out the works. The detour road shall be the constructed at the start of the works to allow for Bridge 2 to commence.

It is suggested that the section of road from Ch 1300 to Ch 1436 should only commence once the Abutment for Bridge 2 commences.

If any traffic deviations are planned approval of traffic management plan must be acquired from the eThekweni Transport Authority 2 weeks prior to the deviation.

- f. Working within the river course for the construction of the road and bridge, and for the demolition of the existing road and culvert.
- g. It is anticipated that the construction of the bridges will not affect existing traffic, except for working space that may be required for Wing/Abutment walls. The contractor is to ensure adequate measures are taken to either deviate traffic as required or ensure safe and stable banks/working area.
- h. The construction of the new roadway will require diversion of the existing traffic. The new road construction may require construction in stages/phases/sequences. The Contractor is required to plan his construction stages/phases/sequences to complete the road construction.

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.1.4 Penalties for Non-Compliance of Traffic Accommodation Clauses**

For every road and traffic rule violation by the Contractor and his Sub-Contractor's, Suppliers and labourers (including local labour), he shall be charged a penalty for that offence. The engineer will raise the charge. A fixed cost of R2000/event shall be applicable for every event of noncompliance.

A Time related cost of R1000/hour shall be applicable for delay caused by the abovementioned noncompliance. The measurement of time shall be from when the Level of Service in vehicular capacity has reduced due to the act of non-compliance to the time that the Level of Service is restored to before the incident had occurred.

#### **PS.2 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in COTO A2.

##### **PS.2.1 Existing Services**

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

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

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

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

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

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



for the relocation of services from notification of service relocation to service provider and this period must be shown in the contractor's programme.

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

## **PS.2.2 Proving Underground Services**

This clause must be read in conjunction with **COTO Ch.2**, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

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

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

The cost of the proving trenches is to be included in the work covered in the BOQ.

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

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

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

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

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

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

### **PS.2.3 New Services and Relocation of Existing**

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

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

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

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

Services affected by the contract are described as follows:

- **PS.3: Watermains;**
- **PS.4: Sewers (Provisional);**
- **PS.5: Stormwater;**
- **PS.6: Electrical Cables / Lighting;**
- **PS.7: Telkom / Neotel (Provisional)**

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 EIGHT 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.

The contractor shall prove the position of water lines and ensure they are not damaged during construction. The proving of these water lines shall be included in the tenderer's rates. There is a known water pipe that is approximately 10m away from the WTP road.

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 eThekweni Water Services Directorate. Tolerances on valve cover levels shall be as specified in COTO A2. 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 may be unknown existing sewer lines within the site.

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.

Approximately 150m has been allowed for sewer line will be relocation, if required, as part of this contract. The pipe is expected to be 160mm in diameter. The relocation of any sewer lines required shall be as per the eThekweni Sanitation Department Specifications, refer to wet services

drawing.

#### **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 drawings.

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

The works will comprise of the following:

- Construction of varying sizes of concrete pipes ranging in size from 375mm diameter to 900mm diameter,
- Subsoil drains, either conventional subsoils or newer methods,
- Catchpits and manholes of varying configurations,
- Catchpits with adjusted cover dimensions to suite site conditions,
- Concrete and natural V-drains,
- Extending existing pipes, and
- Realigning existing manholes and catchpits.

#### **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 to the 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 along the road as instructed by the Engineer. 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. The Contractor shall prepare an expression of interest at the commencement of the contract to all approved / accredited Street lighting providers (list to be provided by eThekwini Electricity) for

Professional Services to carry out Design of the street lighting. This expression of interest shall be submitted to the Employers Agent / Client for approval. On approval by the Employers Agent / Client, the Professional Service provider shall undertake the necessary investigation and provide detailed design and drawings of the street lighting. The drawings shall be submitted to eThekwini Electricity for approvals.

The Contractor shall prepare another expression of interest to all approved / accredited Street lighting providers (list to be provided by eThekwini Electricity) to carry out the installation/removal of street lighting. This expression of interest shall be submitted to the Employers Agent / Client for approval. On approval by the Employers Agent / Client, the Professional Service provider shall undertake the necessary investigation and provide detailed design and drawings of the street lighting. The drawings shall be submitted to eThekwini Electricity for approvals. An allowance has been made in the BOQ for the design and installation of street lighting and a separate item has been allowed for the handling costs by the main Contractor.

### **PS.6.3 MV / LV Cables**

Certain MV / LV cables are to be replaced within the contract area (see drg 49477/02). 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 EIGHT 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.6.5 Overhead Cables**

The contractors attention is brought to overhead electrical cables supported by light poles along the site.

The Contractor is required to ensure all machinery and equipment is used safely and all works maintain a clearance to the powerlines. Where a safe vertical clearance cannot be achieved then that area must be cordoned off to the public until the cables have been relocated.

The contractor is required to check the levels of the overhead cables and submit to the Engineer eight weeks prior to construction commences below the lines.

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

There are no known telecom services in the area however an allowance has been made in the BOQ should these services be encountered and require relocation.

### **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:

- i) The contract area has medium volumes of both pedestrian and vehicular traffic,
- ii) The works will require machinery and plant of varying size,
- iii) The works will be done at heights (+/- 9m above ground level), in deep trenches and near live services.
- iv) The asphalt used will be delivered to site at a high temperature, which, after processing, remains hot for some time,
- v) The construction is in a water course,
- vi) The manual moving of heavy pre-cast products will be required,
- vii) The area is bound by residential/private properties,
- viii) The gradient of the site is fairly steep in some areas. Plant and machinery need to be well controlled.
- ix) Stormwater run-off from the site will have to be well managed,
- x) There are numerous services which the Contractor will either have to protect or relocate,
- xi) Electricity poles and cables,
- xii) Working within the river.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health

and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

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

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

### **PS.10.2.1 Employer's Health and Safety Specification**

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

### **PS.10.2.2 Tenderer's Health and Safety Plan**

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

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

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

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

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

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

A generic plan will not be acceptable.



**PS.10.3 Cost of compliance with the OHS 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.10.4** Due care shall be taken during the construction. This construction is taking place within a flowing river and the Contractor shall ensure that he prices the tender to take this into consideration. He must employ appropriate temporary diversion measures to ensure that he can carry out the works whilst mitigating damage to the stream. Sufficient water flow must be maintained at all times throughout construction to sustain downstream aquatic life during construction. The diversion structure should not constrict stream flow so as to avoid backups due to fluctuations in water depth or flow volume. Temporary berms or dams should be installed upstream and downstream to block stream flow from interfering with the construction site. The temporary stream diversion should take into account the length of time the diversion will be in use. If high flows or flood hazards are anticipated during the operation of the diversion, capacity should be increased to prevent failure and erosion of the diversion practice.

**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 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 SCG 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 CONTAMINATION OF MATERIALS**

The contractor is to ensure that contamination/mixing of different materials are prevented during excavation/handling or processing to ensure maximum reuse of suitable material (engineered fill of G9 or better quality). Should the Engineer become aware of suitable material from excavation being contaminated and that sufficient care has not been taken to prevent such contamination, he shall have recourse to request testing on such materials. If the contractor has been negligent in preventing such contamination, spoiling of such materials shall be to his account and he shall have no recourse for any payment.

**PS.15 TESTING**

The Contractor is to include in his unit rates for the cost of classification testing of all materials delivered to site intended for use in the layerworks and for all density of all materials delivered to site intended for use in the layerworks as per the pavement design illustrated on the contract drawings.

The Contractors is to provide results of all control testing to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the approval by the Employers Agent's representative to proceed with the next stage of construction.

The Contractor is to also include in his unit rates for the cost of classification testing and density tests of all materials excavated from site intended for use in the bulk earthworks. The Contractors is to provide the test results of all these materials to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the go ahead by the Employers Agent's representative to proceed with the next stage of construction.

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

**PS.16 TESTING REQUESTED BY EMPLOYERS AGENT**

At the discretion of the Employers Agent, he may request the Contractor to undertake additional control testing of which payment shall be made in the Bill of Quantities.

**PS.17 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.18 ADJUDICATION**

Alternate dispute resolution for the contract will commence with ad-hoc adjudication as per GCC 2015.

The proposed Adjudicators must be registered with SAICE and/or the Association of Arbitrators as an Adjudicator at the least.

An allowance has been made in the BOQ for the partial costs of the appointment and services of the Adjudicator(s). This item shall cover only 50% of the Adjudicator's(s) cost which shall be the Employers contribution only. The Contractor shall be responsible for payment of his (the Contractor) costs and shall not be allowed for in the contract.

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 50% of the Adjudicator's fees and is limited to a maximum of 7,5%.

#### **PS.19 ROAD DEVIATIONS AND TRAFFIC CONTROL**

- (a) Allowance have been made in the Bill of Quantities for the construction of deviation roads as depicted in annexures C3.6. Costs of any other deviations required by the Contractor shall be included in the rates tendered.
- (b) Deviations required by the Contractor shall comply with the requirements of COTO 1.5. Details shall be submitted to the Employers Agent for approval at least four weeks in advance of date on which it is anticipated that work on the deviation will commence.
- (c) On deviations provided in terms of (b) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.
- (d) Unless indicated otherwise over the entire length and for the duration of the contract, traffic is required to be accommodated in both directions at all times. The Contractor shall ensure that the full width of the road, or a width of road approved by the Employers Agent, is available for traffic during the peak traffic periods (i.e. 07:00 - 09:00 and 16:00 to 18:00).
- (e) At all times signposting shall be detailed in the part of this document : "Safety in Road Construction".

#### **PS.20 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.21 SUPPLY OF PLANT, MATERIAL AND LABOUR**

Except where otherwise specified the Contractor shall at his own expense supply and provide all the construction plant, temporary works, materials for both temporary and permanent works, labour (including supervision thereof), transport to and from the site and in and about the works and other things of every kind required for the construction, completion and where specified, maintenance of the works. The contractor shall also make his own arrangements with the proper authorities and at his own cost for the supply of water, electricity and any other services he may require for the construction and completion of the works.

#### **PS.22 BARRIERS FOR ACCOMMODATION OF TRAFFIC**

The contractor shall use New Jersey barriers, steel barriers or similar products as approved by the Employer's Agent. The rate shall be in meters (m) and shall include the supply and installation of barriers for the accommodation of traffic.

The contractor must also allow for the installation and removal of the barriers, and the movement

of barriers to different works areas as required for the duration of the works.

**PS.23 ALLOWANCE FOR PROFESSIONAL SERVICES**

During the contract, the Employer's Agent may call on the services of external professionals / specialist in the field for site related issues. The payment for their services shall be made through the contract for which an item has been allowed for in the BOQ. The contractor will be paid a percentage of the cost of the professional services fee for his administration cost.

**PS.24 ALLOWANCE FOR GEOTECHNICAL ENGINEER FOR INVESTIGATIONS AND TESTING, DESIGN, DETAIL, SUPERVISION AND STABILITY CERTIFICATE.**

During the contract, the Employer's Agent may call on the services of external professionals / specialist in the field for site related issues. The payment for their services shall be made through the contract for which an item has been allowed for in the BOQ. The contractor will be paid a percentage of the cost of the professional services fee for his administration cost.

Geotechnical investigations and testings shall be carried out at the beginning of the contract to ensure that the site from a geotechnical perspective will be safe and stable during and after the construction.

Bridges: Boreholes and other investigations are required prior to construction. These shall be carried out at the beginning of the contract.

Other works: The Employer's Agent may instruct the Contractor to carry out any other geotechnical investigations as required.

The contractor will let out the Expression of Interest detailing the above-mentioned. The Employer's Agent will provide all the necessary information, Or the Construction drawings may be used for the Contractor to compile for Expression of Interest. On receipt of the quotations, the contractor shall submit them to the Employer's Agent who shall undertake an evaluation and provide a recommendation of the most responsive tenderer for acceptance by the contractor. On acceptance, the contractor shall appoint the most responsive Tenderer. **It is mandatory that the geotechnical investigation commence immediately on commencement of the contract between the contractor and the Employer.**

The drawings, investigation reports and all information in this regard shall be issued to the Employers Agent at least four weeks before the programmed commencement of the works.

**PS.25 ADDITIONAL SURVEY**

An item has been provided in the BOQ for additional survey to be undertaken upon the Employer's Agent's request by the contractor for the Employers Agent's use. An item for handling cost has been provided in the BOQ for the Contractor administration in this regard.

**PS.26 SURVEY OF EXISTING SERVICES**

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catchpits and cable duct markers. The coordinates are to be submitted to the Employer's Agent. Particular attention should be drawn to the electrical overhead services and the existing sewer line which is required within two weeks of commencement.

**PS.27 ALLOWANCE FOR LABORATORY ACCEPTANCE TESTING.**

During the Contract the Employers Agent will require acceptance testing for all earthworks, roadworks, structural works, concrete works etc.

The contractor will let out the Expression of Interest detailing the above-mentioned. The Employer's Agent will provide all the necessary information. On receipt of the quotations, the contractor shall submit them to the Employer's Agent who shall undertake an evaluation and provide a recommendation of the most responsive tenderer for acceptance by the contractor. On acceptance, the contractor shall appoint the most responsive Tenderer.

As additional item is included in the BOQ to cover the contractors handling costs for this item. The Control Testing done by the contractor is **not** covered by this item. The Contractors control testing shall be included in the BOQ items as specified in COTO.

**PS.28 CIDB BUILD DEVELOPMENT ASSESSMENT FEE.**

An item has been allowed for in the BOQ for the payment of the CIDB B.U.I.L.D. Assessment Fee. It shall be for an amount of 0.2% of the total Tender Value.

This item is for the Employer's cost and shall be paid through the Contractor.

**C3.3: STANDARD SPECIFICATIONS**

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

### 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.

<b>PS.C1.2</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>	
<b>PS.C1.2.1.1</b>	<b>Monitoring of compliance with and reporting on the EMP:</b>	
	In addition to the standard specification, all requirements according to the environmental Management Plan as detailed in <a href="#">C3.4: Particular Specifications</a> , will be adhered to.	
<b>PS.C1.2.1.2</b>	<b>Dedicated Environmental Officer:</b>	
	<p>The Environmental Control Officer (ECO) shall conduct the following activities:</p> <ul style="list-style-type: none"> <li>• Brief the Contractor about the requirements of the Environmental Specification, Environmental Management Plan and any other relevant document, specification or Act as applicable.</li> <li>• Audit, monitor, report and keep a record of the performance of the Contractor / Project in terms of environmental compliance one a monthly basis.</li> <li>• Provide technical advice relating to environmental issues as required.</li> <li>• Attend monthly site meetings to report on the performance of the Contractor / Project</li> <li>• Conduct a close out audit and report on the Project once the construction camp has been cleared.</li> </ul>	
<b>PS.C1.2.2.3</b>	<b>Submission of a Scheme 2 Programme:</b>	
	<p>It is essential that the construction programme, which shall conform in all respects to <a href="#">Clause 5.6</a> of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to <a href="#">Clause 5.3.1/2</a>).</p> <p>The preliminary programme to be submitted with the tender shall be used as basis for this programme.</p> <p>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:</p> <ol style="list-style-type: none"> <li>(a) Items mentioned in In addition to PS1,</li> <li>(b) All pavement designs to be done and submitted at-least one month before the pavement is to be laid.</li> </ol> <p>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.</p>	
<b>PS.C1.2.2.5</b>	<b>Reviewing and Updating a Scheme 2 Programme every month:</b>	
	<p>The contractor shall update the programme every month and submit to the Engineer.</p> <p>The Contractor shall revise the programme when instructed to do so by the Engineer in accordance with the requirements of the Conditions of Contract or when the Contractor is aware that the programme no longer reflects the way in which the Contractor plans to execute the remaining work.</p> <p>Payment shall be made only upon the revised programme being accepted by the Employer's Agent, regardless of the number of iterations / revisions / corrections made before the programme was accepted by the Employer's Agent.</p>	
<b>PS.C1.2.3.7</b>	<b>Base and/or Surface Patching Using Hot Plant Mixed Asphalt :</b>	
	In addition, the rate shall include for saw-cutting the failed asphalt, application of a tack coat, supply and compact the asphalt to a level to suit to the existing road, including loading, hauling and disposal of the failed asphalt, all labour, plant, tools and equipment.	
<b>PS.C1.3</b>	<b>THE CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS</b>	
<b>PS.C1.3.1</b>	<b>The Contractor's General Obligations:</b>	
	In addition to the Standard Specification, the Contractors General Obligations shall also include:	

	<ul style="list-style-type: none"> <li>• Training and supervision of local labour</li> <li>• Management of labour where labour enhance construction methods are specified</li> <li>• Compliance with, and application of the Compensation for Occupational Injuries and Diseases Act</li> <li>• The Contractor's camp site and store yard.</li> </ul> <p>Note: The Contractor's office for this contract shall be as required to fulfill his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.</p> <p><b>The Employer has not made a site available to the contractor.</b> If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.</p> <p>However the Contractor may, if he prefers to, have a camp site at another location and must first obtain the written permission of the landowner, and subsequently the Engineer, to do so.</p> <p>Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.</p> <p>The following conditions shall also apply:</p> <ol style="list-style-type: none"> <li>None of the existing roads shall be damaged in any way.</li> <li>No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.</li> <li>No electrical facilities exist on site.</li> <li>It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Deputy Head: Real Estate and/or Deputy Head of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.</li> </ol> <p>No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.</p> <p>No informal housing or squatting will be allowed.</p> <p>Chemical toilets only will be allowed where temporary facilities have to be provided.</p>	
<b>PS.C1.3.2</b>	<b>Contract Sign Boards:</b>	
	<p>The typical notice board layout is given in <a href="#">section C3.6</a>.</p> <p>The tendered rate shall include full compensation for providing and erecting each sign board (two), including for timber poles, concrete bases if required, fixings, excavation and backfill, and for the later removal of the sign board, structures and fixings, and reinstating the area upon completion of the contract. The rate shall include for all labour, plant, tools, materials and equipment.</p>	
<b>PS.C1.4</b>	<b>FACILITIES FOR THE ENGINEER</b>	
	<p>General:</p> <p>The offices and ablution facilities shall, unless otherwise agreed, be erected in close proximity to the Contractor's offices, and the entire area shall be fenced. Access to the area shall be controlled by security, posted at the gates. All reasonable precautions shall be taken by the Contractor to prevent unauthorised entry to the Engineer's offices.</p>	
<b>PS.C1.4.1.1</b>	<b>Offices and Conference Room:</b>	
	<p>The Engineer's offices shall comprise of:</p> <ul style="list-style-type: none"> <li>- 4 No. (three) lockable, air-conditioned offices with area of 9 to 12m<sup>2</sup>, all fully furnished</li> <li>- 1 No. (one) of 18m<sup>2</sup> air-conditioned office to be used as a boardroom</li> </ul>	



	<p>- 2 No. (two) sanitary facilities  - 1 No. (one) kitchen with cupboards, and hot and cold water, and  - 4 No. (six) shaded carports for the sole use of the Engineer, his site personnel and the Employer.</p> <p>The offices shall allow for a desk with 4 drawers, filing cabinet, drawing racks, 1 swivel chair and 2 padded chairs. All the necessary insurance shall to be provided for all the above equipment.</p> <p>The contractor will be required to provide maintenance/cleaning to the Engineer's office.</p>	
<b>PS.C1.4.1.2</b>	<b>Power supply, water and other services</b>	
	<p>The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.</p> <p>(a) Water for Works</p> <p>The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.</p> <p>(b) Power Supply for Works</p> <p>The Contractor shall allow in his Establishment rates for the securing a legal electrical connection, the payment of any connection fee and for any electrical charges for the duration of the contract.</p>	
<b>PS.C.1.6</b>	<b>CLEARING AND GRUBBING</b>	
<b>PS.C1.6.4.1</b>	<b>Removal of buildings and structures</b>	
	<p><b>Removal of Stormwater manholes and inlet; covers and frames:</b>  The unit of measurement shall be number (No.) and the rate shall include for the labour and plant necessary for the careful removal of the inlet covers and frames, loading and either:</p> <ul style="list-style-type: none"> <li>(a) storing on site for re-use, or;</li> <li>(b) transporting to the Municipal store or;</li> <li>(c) transporting to the approved tip and dumping.</li> </ul> <p><b>Demolition of brickwork of Manholes and inlets.</b>  The unit of measurement shall be number (No.) and the rate shall include for the labour, plant and material necessary for:</p> <ul style="list-style-type: none"> <li>(a) breaking down brickwork to 1 m below formation level;</li> <li>(b) sealing the incoming and outgoing pipes with concrete;</li> <li>(c) backfilling with clean, coarse sand and compacting to 95% MDD;</li> <li>(d) storing manhole covers on site for re-use or spoiling to tip.</li> </ul> <p>Sealing concrete pipes, the concrete shall be paid for under a separate item.</p> <p><b>Removal of pipe culverts:</b>  The unit of measure is metre (m). The rate shall cover labour and plant necessary for the removal of the existing pipe culverts, loading and spoiling at the approved spoil site.</p>	
<b>PS.C1.7</b>	<b>LOADING AND HAULING</b>	
	<p>The Contractor shall make his own arrangements for the provision of a suitable approved dumping site off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing, and rock cuttings. The rates in the Bill of Quantities</p>	



	are to include all costs of fees payable to cover the disposal of waste material at the dumping site.	
<b>PS.C2.1</b>	<b>GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES</b>	
<b>PS.C2.1.1.1</b>	<b>Contractor's Obligations:</b>	
	<p>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.</p> <p>Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.</p> <p>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.</p> <p>In general, the Engineer may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Engineer 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.</p>	
<b>PS.C2.1.6</b>	<b>Trench Excavation:</b>	
	<p>The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services.</p> <p>The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.</p> <p>The following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:</p> <ol style="list-style-type: none"> <li>1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation to ensure that this unsuitable material does not contaminate other materials suitable for reuse.</li> <li>2) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. An item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractor's tendered rate for this item shall include for stockpiling if deemed necessary.</li> <li>3) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating</li> <li>4) Notwithstanding the method of trench excavation adopted by the Contractor, the</li> </ol>	

	<p>restriction on the maximum trench width must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.</p> <p>The measurements for excavation shall be the total through-length along the centre-line of a pipeline measured HORIZONTALLY with deductions for manholes. In addition, trench depth will be measured vertically on the centre-line of the pipeline from the existing ground level to the invert level.</p>	
	<b>Shoring of Trenches to Excavations:</b>	
	<p>The Contractor shall be responsible for the design and installation of all shoring where applicable, which must not only comply with all of the relevant safety regulations pertaining to the provision of safe working conditions in earthwork excavations but also will provide sufficient lateral support to minimise any damage to adjacent structures, services or road surfaces.</p> <p>In addition to the above all excavations in road reserves and adjacent to structures and where excavations are in excess of 1,0 m in depth shall be supported with close shoring and no open or intermittent shoring of any description will be permitted.</p> <p>The minimum requirements for shoring of these trench excavations shall be as follows:</p> <ol style="list-style-type: none"> <li>1) Either ribbed steel trench sheeting of suitable thickness with an edged return for interlocking or suitably sized timber poling boards or runners are to be used. Adequate sized walings at suitable intervals are to be provided. Struts shall consist of either adjustable tubular steel jacks or timber suitably sized for the load application.</li> <li>2) The shoring for the excavations shall be progressively installed as the excavation proceeds. Care being taken to ensure the soil is not removed within a minimum 300 mm of the toe of the runners.</li> <li>3) Installation of shoring after the trench has been excavated to a depth in excess of 1,5 m is not acceptable.</li> <li>4) Details of the proposed shoring must be supplied to the Engineer at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road layers above any over-excavated sections are to be cut back to a point behind the over excavation.</li> <li>5) No separate item has been allowed for in the Bill of quantities and the Contractor shall allow in his excavation rates for shoring as necessary.</li> </ol> <p>The cutting back of the trench sides shall be to the Contractor's account.</p>	
<b>PS.C2.1.16</b>	<b>Subsurface Drains in Trench Bottoms:</b>	
	<p>The unit of measurement shall be the metre of subsoil drain constructed complete as specified or shown on the drawings.</p> <p>These shall be "Netlon" plastic subsoil pipes complying with SABS 791 as amended, or the new Flo Drain system.</p> <p>Hole Size : 5 ∇ 1 mm Diameter  Diameter of Pipe: 100 ∇ 10 mm.  Pipe Invert : 25% of the circumference of the pipe is to be free from slots or holes to form an invert to the pipe.</p> <p>The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall.</p> <p>The stone aggregate used for the subsoil drain filter shall consist of 9,5 mm crushed stone conforming to the following grading:</p>	

	<table><tr><td>Sieve size mm</td><td>132</td><td>95</td><td>67</td><td>475</td><td>236</td></tr><tr><td>% Passing</td><td>100</td><td>85 - 100</td><td>0 - 55</td><td>0 - 25</td><td>0 - 5</td></tr></table> <p>River sand for subsoil drain filter shall consist of clean river sand conforming to the following grading :</p> <table><tr><td>Sieve size mm</td><td>67</td><td>475</td><td>150</td><td>75</td></tr><tr><td>% Passing</td><td>100</td><td>90 -100</td><td>0 - 15</td><td>0 – 3</td></tr></table> <p>and having a Fineness Modulus of 2,0 - 3,5.</p> <p>The geofabric shall include for wrapping the geofabric around either the subsoil pipe, subsoil drain or stone bedding</p> <p>The tendered rate shall include full compensation for constructing the subsoil drain complete, including excavation by hand in soft material, the supply and installation of geotextiles and pipes and the supply and placing of any drainage aggregate. The rate shall be subject to an extra over-payment under item C2.1.7 and shall also be subject to additional payment under item C2.1.17 for the removal disposal of any surplus or unsuitable excavated material to spoil sites provided either by the Employer or the Contractor.</p>	Sieve size mm	132	95	67	475	236	% Passing	100	85 - 100	0 - 55	0 - 25	0 - 5	Sieve size mm	67	475	150	75	% Passing	100	90 -100	0 - 15	0 – 3	
Sieve size mm	132	95	67	475	236																			
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% Passing	100	90 -100	0 - 15	0 – 3																				
PS.C2.1.27.1	<b>Demolition of Existing Manholes, Access Chambers and Other Service Structures Consisting of: Unreinforced Concrete:</b>																							
	<p>Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined lines and levels, and any loose and fragmented material shall be removed. Where partial demolition is not required but extension work only, the contact surface shall be roughened and cleaned of all dirt and loose particles.</p> <p>Only hand operated breaking equipment shall be used for the demolition of concrete where extension work is required.</p> <p>The unit of measurement shall be the cubic meter of plain concrete demolished. The tendered rate shall include full compensation for all labour, plant and equipment (including any specialised equipment) required to demolish the existing concrete.</p> <p>The tendered rate shall include disposal of the product of the demolition to an approved borrow pit. The tendered rate shall also include for any river diversions, cofferdamming and/or any dewatering activities that is necessary for the demolition activities.</p> <p>The tendered rate shall also include full compensation for any necessary measures to ensure no debris contaminates or restricts the stream flow in rivers and for any debris that has fallen into rivers to be recovered.</p> <p>In the case of retaining structures (example of wing walls) and slabs, beams or bridge superstructures, the tendered rate shall include for any falsework access required to demolish the structure and the removal thereafter. 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.</p> <p>The tendered rate shall include for safe retention of material behind the demolished retaining structure during demolishing activities and safe retention of material after the demolishing activity is complete.</p> <p>The contractor is to submit a detailed method statement for the pre and post demolition activity that is to be reviewed by the engineer for record and comment, prior to the construction activity.</p>																							

	Approval by the Engineer of the contractor's proposals for falsework, retaining of banks shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of design errors or the use of defective materials.	
<b>PS.C2.1.27.2</b>	<b>Demolition of Existing Manholes, Access Chambers and Other Service Structures Consisting of: Reinforced Concrete:</b>	
	<p>Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined lines and levels, any loose and fragmented material shall be removed, and projecting steel cleaned and bent as directed by the engineer. Where partial demolition is not required but extension work only, the contact surface shall be roughened and cleaned of all dirt and loose particles.</p> <p>The contractor shall take great care to ensure that the reinforcement required to tie in any extension work is not cut off or damaged in the demolition process. Where reinforcement is cut off, or where in the opinion of the engineer, the reinforcement has been damaged to such an extent that it will not adequately perform its function, the contractor shall, at his own expense, install dowel bars of the same diameter as the bar cut off or damaged, to the satisfaction of the engineer.</p> <p>Only hand operated breaking equipment shall be used for the demolition of concrete where extension work is required.</p> <p>The unit of measurement shall be the cubic meter of plain or reinforced concrete demolished. The tendered rate shall include full compensation for all labour, plant and equipment (including any specialised equipment) required to demolish the existing concrete.</p> <p>The tendered rate shall include disposal of the product of the demolition to an approved borrow pit. The tendered rate shall also include for any river diversions, cofferdamming and/or any dewatering activities that is necessary for the demolition activities.</p> <p>The tendered rate shall also include full compensation for any necessary measures to ensure no debris contaminates or restricts the stream flow in rivers and for any debris that has fallen into rivers to be recovered.</p> <p>In the case of retaining structures (example of wing walls) and slabs, beams or bridge superstructures, the tendered rate shall include for any falsework access required to demolish the structure and the removal thereafter. 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.</p> <p>The tendered rate shall include for safe retention of material behind the demolished retaining structure during demolishing activities and safe retention of material after the demolishing activity is complete.</p> <p>The contractor is to submit a detailed method statement for the pre and post demolition activity that is to be reviewed by the engineer for record and comment, prior to the construction activity.</p> <p>Approval by the Engineer of the contractor's proposals for falsework, retaining of banks shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of design errors or the use of defective materials.</p>	
<b>PS.C2.1.27.3</b>	<b>Demolition of Existing Manholes, Access Chambers and Other Service Structures Consisting of: Masonry:</b>	
	<p>The rate shall include for the labour, plant and material necessary for:</p> <ul style="list-style-type: none"> <li>(a) breaking down brickwork to 1 m below formation level;</li> <li>(b) sealing the incoming and outgoing pipes with concrete;</li> <li>(c) backfilling with clean, coarse sand and compacting to 95% MOD AASHTO;</li> <li>(d) storing manhole covers on site for re-use or spoiling to tip.</li> </ul>	
<b>PS.C2.2.1.1</b>	<b>Cable Ducts:</b>	
	The following ducts shall be used for this aspect of the project.	

	<p>110mm or 160mm ribbed HDPE duct (Kabelflex or similar approved).</p> <p>On completion of duct laying and backfilling, the ducts shall be proved by twice pulling through a cylindrical cleaning brush, once in each direction. The ducts shall then be proved by drawing through a wooden or Teflon mandrel 400mm long and 5mm less in diameter than the duct. The sub-contractor shall provide a method statement for carrying out of the duct proving</p>	
<b>PS.C2.2.7.4</b>	<b>Brick Headwall to Ducts:</b>	
	<p>Ducts shall have brick headwalls constructed at each end of the ducts, as shown on standard Drawing No. 38581. Bricks for these headwalls shall be selected good quality clay commons. Mortar shall conform to mix Class A as defined in the latest edition of the Standard Building Regulations.</p>	
<b>PS.C3.2.3.2</b>	<b>Concrete Pipe Culverts:</b>	
	<p><i>A3.5.2 Culvert Material</i>  <i>c) Prefabricated concrete pipe culvert units</i> – Replace “Ogee joints” with “Spigot and Socket pipes”</p> <p>Reinforced concrete pipes for stormwater shall -</p> <ol style="list-style-type: none"> <li>comply with S.A.B.S. 677 for S.C. type pipes without lifting holes;</li> <li>be manufactured with a spigot and socket type joint suitable for use with a rubber ring joint; and</li> <li>comply with the proof load requirements for the various classes of pipe as indicated on the contract drawings and/or in the schedule of quantities.</li> </ol> <p>The rubber ring joints shall comply with S.A.B.S. 974 - Part 1.</p> <p>Laying:  All pipelaying and jointing shall be undertaken by experienced pipelayers who shall, when requested, produce proof of their capabilities to the satisfaction of the Engineer. The various types of pipes and culverts shall be handled and laid in accordance with the manufacturer's instructions. The Contractor shall provide the latest copy of the instructions and shall ensure that all pipe layers have a good working knowledge of the required procedures. Notwithstanding anything contained in the instructions, the Engineer's interpretation shall be final.</p> <p>Pipes and culverts shall be lowered gently and carefully into the trench without jarring or bumping by crane, derrick, or other approved lifting tackle and care shall be taken not to damage the items. The hand installation of pipes shall only be permitted when using U.P.V.C. or A.C. pipes up to a nominal diameter of 150 mm unless authorised by the Engineer.</p> <p>Control of the level and line of the pipeline, to ensure correct placing to designed line and level, shall be by side and top lines or other acceptable means approved by the Engineer.</p> <p>All internal surfaces of pipes and fittings shall be kept clean and free of foreign matter both during and after laying. The surfaces of all joints shall be thoroughly cleaned before the pipe or special is placed in its final position. No water shall be allowed to come in contact with or run through any pipe before the joint has been completed and at no time shall muddy, clayey or dirty water be allowed to enter the pipe.</p> <p>Exposed ends of pipe and fittings in the trench shall be sealed by suitable end caps at all times when pipelaying is not actually in progress.</p> <p>Laying shall commence at the lower end of the trench and proceed upgrade. Pipes and fittings must be laid with their spigots or male end pointing in the direction of the flow. All pipes and culverts shall be laid in a straight line, both in the horizontal and vertical plane, between adjacent manholes or catchpits except where shown on the contract drawings or directed by the Engineer.</p> <p>Each pipe, fitting or culvert unit shall mate uniformly with the next to preserve an invert</p>	

free from steps. Except with the prior consent of the Engineer, the laying of pipes and the bedding cradle, if specified, between any two consecutive manholes shall be checked by the Engineer's representative for line and level before the selected fill blanket is placed.

Where pipes are required to be cut on site, only manufacturer's recommended special machines shall be used and the resultant pipe end must be clean and uniform.

No pipes shall be left overnight or during rainy weather without sufficient backfilling between pipe couplings to prevent flotation. Where pipes are indicated on the contract drawings to be laid to a horizontally curved alignment the pipes must be fully jointed in a straight line and subsequently deflected with the previously laid pipe suitably anchored to prevent movement. Care must be taken to ensure the pipes are laid in a smooth curve with equal deflections at each joint.

#### Jointing:

All pipe joints and the operation of jointing shall be carried out strictly in accordance with the pipe suppliers instructions. In particular:

- A. all rubber rings and seals shall be carefully inspected after being placed in position and before the joint is closed to ensure that they have not suffered any cuts, tears or other damage and are not in any other way defective;
- B. care shall be taken to ensure that:
  - I. all jointing surfaces are cleaned immediately prior to jointing;
  - II. the joint gaps in the bedding remain clear and the alignment of the pipe remains true;
  - III. the full weight of the pipe does not rest on the rubber ring during jointing;
  - IV. pipes with damaged jointing surfaces are not used in the pipe run between manholes but are set aside for building into manhole walls etc.;
- C. pipes and fittings of different materials shall be jointed only with special adaptors recommended by the pipe manufacturer; and
- D. where a pipeline passes through a rigid structure and to prevent possible shear failure of the pipe, two flexible joints shall be positioned on each side of the structure. These shall be positioned 0,3 m and 0,8 m respectively from the nearside faces of the structures.

#### Concrete Encasement of Pipes:

The lower part of the encasement shall be constructed as for a class A bedding. Once the line has been tested and approved, the encasement of the pipes shall be completed, care being taken to ensure that the expansion joints in the upper part of the encasement coincide with that in the lower part. No backfilling over the concrete shall be commenced until the concrete has achieved a compressive strength of 15 MPa.

#### Pay Trench Width:

For payment purposes only, where measurement is specified by volume and a pipe is to be laid, the pay trench width shall be as indicated in the table below which is based on the excavation having vertical sides. Wherever the pay width is used to compute the measurement of volume in the following measurement and payment items provision shall be allowed in the rates for additional excavation necessary to either shore or batter back, the trench sides, if open battered trench excavations is permitted.

Nominal Diameter (mm)		Trench Width (mm)
over	upto	
0	100	700
100	700	nominal internal diameter plus 600
700	1000	" plus 800
1000	2000	" plus 1 000
2000	-	" plus 1 200

Pipe laying shall also include: compaction of bedding, the laying, including curved alignment where specified, building pipes into manholes, catchpits and through rigid



	structures, all cutting and wastage of materials.	
<b>PS.C3.2.15.2</b>	<b>Manholes:</b>	
	<p>The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed. Standard drawings refer to drawing nos. <a href="#">38570</a>, <a href="#">38571</a>, <a href="#">38572</a>, <a href="#">38573</a> and <a href="#">38574</a>.</p> <p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Number (No.)</p> <p>Refer to COTO A3.2.</p>	
	<b>Inlets:</b>	
	<p>The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.</p> <p>Standard drawings refer to drawing nos. <a href="#">38570</a>, <a href="#">38571</a>, <a href="#">38572</a>, <a href="#">38573</a> and <a href="#">38574</a>.</p> <p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Number (No.)</p> <p>Refer to COTO A3.2.</p>	
<b>PS.C3.2.9</b>	<b>Headwalls:</b>	
	<p>The tendered rate for these items shall be the number of complete headwalls (as shown on the drawings, including all concrete, brickwork, and other accessories).</p> <p>Standard drawings refer to drawing no. <a href="#">38576</a>.</p> <p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the headwalls, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising</p>	

	<p>from the change between cast in situ and precast work. The rate shall further cover the cast-in-situ concrete, energy dissipation blocks, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>All headwalls shall be cast in-situ unless otherwise stated. The use of prefabricated Units may be used subject to approved by the Engineer prior to use. Prefabricated units, drawings, specs and installation methodology shall be issued to the engineer minimum of 3 weeks prior to its programmed construction.</p> <p>Unit of Measure: Number (No.)</p> <p>Refer to COTO A3.2, A.2.7.11</p>	
<b>PS.C3.2.28</b>	<b>Removal of brickwork from manholes/inlets:</b>	
	<p>The unit of measurement is cubic metre (m<sup>3</sup>) net in place before demolition. The rate shall cover the complete demolition of the structure and associated works and disposal of the material to an approved tip. Backfilling of any resulting cavities shall be paid for separately.</p>	
<b>PS.C3.2.30</b>	<b>Raising or Lowering of Existing Manholes and Inlets</b>	
	<p>The unit of measurement shall be number (No.) measured in increments of 0,25 m in paved or unpaved areas.</p> <p>The tendered rate shall include for the removal of the existing adapter slab, cover and frame, storing on site for re-use, demolition of the manhole as necessary, provision of labour and materials for rebuilding the manhole to the designated new level and setting and cover and frame to the correct level. Extra Over items for the various types of cover and frame will be scheduled if new covers and frames are to be provided. The Extra Over rate should include for the supply of the new covers and frames and the removal from site of the old ones.</p>	
<b>PS.C3.3.2.1</b>	<b>Precast Concrete Kerbing and Cast In-situ Channeling:</b>	
	<p>The grade of concrete for all cast in-situ work shall be grade 20/13</p> <p>The sealer shall conform to B.S.4254 of 1967 - Two part polysulphide based sealants for the building industry, as amended.</p> <p>All kerbs shall be precast, supplied in 1 m lengths and shall conform to the requirements of S.A.B.S. 927 of 1969 - Precast concrete kerbs and channels as published in General Notice 463 dated 9 July 1982.</p> <p>If the curve radius is less than 25 m, but greater than 2 m, the maximum permissible length of kerb shall be 300 mm. Where the kerb radius is less than 2 m the kerb and channel shall be cast-in-situ.</p> <p>It is essential that moulds are manufactured and braced from a material which will not warp or distort after repeated use.</p> <p>Kerbs and in-situ channels shall be laid on a concrete foundation true to line and level to the dimensions shown on the contract drawings. The correct grade and line shall be maintained by use of an approved cord or line. The Contractor shall place sufficient pegs to ensure that the kerbs are laid on a true curve and NOT in a series of chords. Levels shall be adhered to strictly, particularly when graded channels are required between inlets. Kerbs shall be laid with a 13 mm gap and this joint shall be filled with cement mortar and the outside face of the joint shall be struck with a semi-circular jointer.</p> <p>In addition, suitable expansion joints 13 mm in width shall be provided at <math>\pm 18,0</math> m centres through kerb, channel and supporting concrete. This joint shall</p>	



	<p>consist of a compressible material and polysulphide filler which shall match the colour of the concrete.</p> <p>Unless otherwise stated in the drawing, the interface between the channel/fillet and the road asphalt is the sett position, as such the kerbs and channels/fillets shall be constructed relative to the sett position and true to level. The precast items and cast-in-situ channels/fillets shall be protected from damage from the remaining road construction operations.</p> <p>For COTO item C3.3.2.1, the Kerb only shall be prefabricated, and all other components shall be cast in-situ (channels, backing, base etc.)</p> <p>The unit of measurement shall be the metre (m) and the rate shall cover the supply of all precast items, including transporting, loading, laying and jointing (including all expansion joints and sealer), cast-in-situ concrete foundation, including mixing, laying, float finishing, setting out of kerb and channel, all supervision, plant, testing, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Meter (m)</p> <p>Standard drawings refer to drawing no. <a href="#">38577</a></p>	
<b>PS.C4.2</b>	<b>Earthworks:</b>	
	<p>Tenderers are to note that all topsoil from site is to be excavated to stockpile for later use.</p> <p>Cut material should ideally be moved directly to fill unless there are circumstance that prevent the contractor from doing so. Moving of material from cut to stockpile shall only be done with the approval of the Engineer. The exact location shall be pointed out by the Engineer. The unit of measurement shall be cubic meter (m<sup>3</sup>) and shall include for labour, plant, and material.</p> <p>The nature of the roadworks is such that a fair amount of the excavation shall be in concrete / asphalt / intermediate / hard and soft materials. Quantities for any concrete / asphalt requiring breaking up with the use of excavators / breakers shall be measured prior to excavation and agreed upon by the Engineer.</p> <p><u>No</u> additional payment shall be made for restricted excavation and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.</p>	
	<b>Excavation of Road Layers:</b>	
	<p>Existing road layerworks, excluding the asphalt, shall be excavated as restricted excavation ensuring no contaminating between layers and either:</p> <ul style="list-style-type: none"> <li>(a) storing on site for re-use, or;</li> <li>(b) transporting and off-loading to the Municipal Depot, either in Malacca in Durban North or the Phoenix Depot or</li> <li>(c) transporting to the Municipal depot in Verulam and off-loading or</li> <li>(d) spoiling at an approved tip site.</li> </ul> <p>The Contractor's rate for the removal of the layerworks, excluding the asphalt, shall include for the full operation, inclusive of haulage, and is to include for the restricted operation as well.</p>	
	<b>Excavation of Asphalt and Concrete in Road:</b>	
	<p>The unit of measure is cubic meters (m<sup>3</sup>).</p> <p>The rate shall cover labour and plant necessary for removal of abandoned roadways, sidewalk / median, concrete sidewalks, scoops, pedestrian and vehicular, interlocking blocks, asphalt paving and brick paving.</p>	
<b>PS.C4.4.4.1</b>	<b>Cementitious Stabilising Agents:</b>	
	The cement used shall conform to SABS ENV 197-1 and shall be classified as either CEM II/A-S 42.5 or CEM III/A 32.5 respectively	

	<p>Prior to the commencement of paving of the layer the Contractor shall construct a section of trial layer to demonstrate his capability of constructing the layer in accordance with the specifications. The trial layer shall be constructed with the same materials, mix proportions and equipment as the Contractor intends using for the main layer.</p> <p>A trial section of not less than 50 m<sup>2</sup> shall be submitted for approval. The Engineer shall also have the right to call for a new trial section at any stage of the contract when, in his opinion, changes by the Contractor in the approved equipment, materials, mix or plant warrant such a procedure.</p> <p>The Contractor may, unless advised of any deficiencies in the trial layer, proceed with the main layer from a time ten days after the completion of the trial section or such earlier time as the Engineer may allow. In the event of deficiencies in the trial layer, the Engineer may order the Contractor to construct further trial sections until a satisfactory section is achieved. The Contractor may then proceed with the main layer from a time ten days after the successful completion of the satisfactory trial section.</p> <p>An item has been provided in the BOQ for the trial layer section.</p>	
<b>PS. C5.1.1.2</b>	<b>Roadbed Construction</b>	
	<p>Any particle size greater than 100 mm within this layer shall be removed and replaced with suitable material. The whole of the roadbed, except where stabilised shall then be proof-rolled with a vehicle having a minimum wheel load of 20 kN in order to determine any soft spots.</p> <p>The Contractor is responsible for protecting the formation at all times. No construction traffic that is likely to cause damage shall be allowed on the formation. Preparation of the formation shall only be carried out after all services and ducts have been laid. Soft spots shall be removed and replaced with suitable material and compacted in accordance with the specification.</p>	
<b>PS.C9.1</b>	<b>Asphalt Layers:</b>	
	Construction and Smoothness Applicable to Wearing Course:	
	<p><b>Surface Tolerances</b></p> <p>The completed layer shall comply with the following tolerances:</p> <ul style="list-style-type: none"> <li>• Maximum deviation under 3,0 m straightedge (parallel to centreline): 8,0 mm</li> <li>• Maximum deviation across cross-section (from design level): 20 mm</li> <li>• Construction joint level difference (surfacing layers): <ul style="list-style-type: none"> <li>➤ Not more than 3,0 mm on 80% of readings</li> <li>➤ Maximum 4,0 mm on any reading</li> </ul> </li> </ul> <p><b>Layer Thickness</b></p> <ul style="list-style-type: none"> <li>• The nominal compacted thickness shall be 35 mm.</li> <li>• Thickness tolerances: <ul style="list-style-type: none"> <li>➤ Minimum thickness: 35 mm</li> <li>➤ Maximum thickness: 45 mm</li> </ul> </li> <li>• Thickness shall be verified by level measurements before and after paving or by extracting cores, as directed by the Engineer.</li> </ul> <p><b>Compaction and Density</b></p> <ul style="list-style-type: none"> <li>• The compacted asphalt layer shall achieve the specified density as per <b>Drawing 49484</b>.</li> <li>• Density shall be verified using a nuclear density gauge (Troxler), or similar approved.</li> <li>• Core samples may be required to confirm in situ density and thickness compliance.</li> </ul>	

	<p><b>Temperature Control</b></p> <ul style="list-style-type: none"> <li>Asphalt mix temperatures shall be monitored and recorded: <ul style="list-style-type: none"> <li>At the mixing plant</li> <li>Upon arrival on site</li> <li>At the paver prior to placement</li> </ul> </li> <li>Temperature records shall be submitted daily.</li> </ul> <p><b>Quality Control and Records</b></p> <ul style="list-style-type: none"> <li>The Contractor shall maintain records of: <ul style="list-style-type: none"> <li>The paving sequence, truck loads, and layer positions.</li> <li>Mix temperatures at dispatch and paving.</li> <li>Troxler results and compaction records.</li> </ul> </li> <li>All samples and test results shall be clearly marked and submitted to the Engineer for review.</li> </ul> <p><b>Rectification</b></p> <ul style="list-style-type: none"> <li>Any surface or thickness deviations beyond the tolerances stated above shall be rectified at the Contractor's cost.</li> <li>The rectification method shall be approved by the Engineer and may include milling and replacement or localised patching, depending on severity.</li> <li>All rectification shall ensure full compliance with the layer thickness and compaction requirements.</li> </ul> <p><b>Measurement and Payment</b></p> <ul style="list-style-type: none"> <li>No separate payment will be made for compliance testing, coring, or rectification.</li> <li>The cost of complying with this specification shall be included in the unit rate for the asphalt layer.</li> <li>The unit of measurements shall be <u>square meter</u> (m<sup>2</sup>).</li> </ul>	
	<p><b>Laying of Asphalt:</b></p> <p>The Contractor shall provide the Engineer with the name of the asphalt Sub-Contractor before asphalt is laid.</p> <p>The asphalt shall be laid by an approved paving machine. Hand-laying shall be permitted at the Engineer's discretion when the area involved is small. The asphalt shall not be laid if its temperature is below 140 °C.</p> <p>The asphalt shall be rolled in accordance with the method described in chapter VI of the Asphalt Institute Paving Manual (MS-8). A final density is required of at least 96% of the Marshall density of the mix.</p> <p>An acceptance certificate for this layer will be issued by the Engineer's inspector when all requirements have been met.</p> <p>The rate tendered shall include for all extra work required to lay and compact the asphalt base and make-up courses in restricted areas.</p>	
<b>PS.C11.7.1</b>	<p><b>Road Markings:</b></p> <p>The plastic road marking material shall also comply with the requirements of Specification BS.3262, 1987 Part 3.</p>	

	<p>A) The material shall consist of a light-coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.</p> <p>The approximate composition of the material as laid is dependent on the appropriate specification, but for example shall be:</p> <table><tr><td>Aggregate</td><td>40 parts</td></tr><tr><td>Solid Glass Beads</td><td>20 parts</td></tr><tr><td>Pigment and Extender</td><td>20 parts</td></tr><tr><td>Binder</td><td>20 parts</td></tr></table> <p>The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give an even line of good definition.</p> <p>B) Aggregate: The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.</p> <p>C) Reflectorisation: The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981) that is:</p> <table><tr><td>Sieve</td><td></td><td>% Retained</td></tr><tr><td>0,18 mm</td><td>0 - 3</td><td></td></tr><tr><td>0,850 mm</td><td></td><td>5 - 20</td></tr><tr><td>0,425 mm</td><td></td><td>65 - 95</td></tr><tr><td>Below 0,425 mm</td><td></td><td>0 - 10</td></tr></table> <p>Minimum of spherical beads by number 70%</p> <p>D) Luminance: The luminance factor of white SPRAYPLASTIC shall be not less than 70</p> <p>E) Flow resistance: The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23 C (temperate grade) or 40 C (semi-tropical or tropical grades).</p> <p>F) Low Temperature Impact Resistance: SPRAYPLASTIC shall pass the impact test when tested at -10 C (temperate grade) or -1 C (semi-tropical or tropical grades).</p> <p>G) Abrasion resistance: The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions.</p> <p>Items have been included in the Bill of Quantities for the provision of temporary road marking using P.V.A. paint.</p>	Aggregate	40 parts	Solid Glass Beads	20 parts	Pigment and Extender	20 parts	Binder	20 parts	Sieve		% Retained	0,18 mm	0 - 3		0,850 mm		5 - 20	0,425 mm		65 - 95	Below 0,425 mm		0 - 10	
Aggregate	40 parts																								
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0,850 mm		5 - 20																							
0,425 mm		65 - 95																							
Below 0,425 mm		0 - 10																							
PS.C11.7.2	<b>Road Studs:</b>  The <u>Temporary Road Studs</u> will be used for all temporary works, ie.deviation / detours. The unit of measurement shall be number (No.). The rate shall include for the supply, installation and removal of the markers. They shall be amber and red in colour.  The <u>Permanent Road Studs</u> will be used in the permanent works. The unit of measurement shall be number (No.). The rate shall include for the supply and installation of the studs. They shall be white, yellow and red in colour.																								
PS.C12.3.20	<b>Dumprock:</b>  The dumprock shall consist of fresh to slightly weathered upgraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated																								

mudrocks shall not be accepted.

Dumprock shall have a minimum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be upgraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site. Dumprock shall have a minimum 10% FACT value of 100 kN when dry and 40 kN when tested drained after 24 hours soaking.

Dumprock shall be spread and levelled such that when compacted it is at the specified thickness and levels. When the correct road profile has been attained the dumprock layer shall be rolled 5 passes of a 10/12 ton static three wheel steel roller or equivalent vibrating roller. Dry, fine material (13,2 mm down) with a Plastic Index of between 0 and 7 shall then be applied in a blanket over the full width of the layer. With hand labour following the roller, the fine material shall be rolled and broomed into the voids of the stone. This procedure shall be repeated until the stone layer will accept no further fines.

Compaction of the layer shall continue until movement of the material under the compactor becomes negligible or for a maximum of 10 passes of the roller whichever occurs first.

The completed dumprock layer shall be measured in cubic metre (m<sup>3</sup>). The rate shall cover the supply, loading, transporting, dumping, spreading of all materials and all processing of the layer and proof rolling, all as detailed.

#### Geofabrics:

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

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

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

**TABLE 1 - GRADES OF GEOTEXTILES**

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

#### PS.C12.11

#### Geosynthetics:

The Engineer's approval of the make and grade of the geosynthetic shall be obtained by the Contractor before any geosynthetic is ordered or used on the works.

The instruction from the Employer's Agent to use a certain geosynthetic shall require the Contractor to supply and install that geosynthetic or an approved equivalent by the Employer's Agent.

The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for the supply of the material, laying, joining, cutting and waste.

Refer to COTO A12.11 for all geosynthetics

**Geotextile:**

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

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

PROPERTIES		GRADES									
		1	2	3	4	5	6	7	8	9	10
		MINIMUM VALUE									
Thickness, mm		as specified by manufacturer									
Mass per unit area, g/m <sup>2</sup>		100	100	140	140	200	200	240	240	300	300
Penetration load, KN		1	1	1.5	1.5	2.5	2.5	3	3	4	5
Tensile strength, kN/m		6	6	10	10	13	13	18	18	25	30
Permeability 1/s.m <sup>2</sup>	High flow	200		170		130		80		40	
	Low flow		25		20		15		10		5

**PS.C12.11.1 Geosynthetics: Embankment protection**

The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for the supply of the material, laying, joining, cutting and waste.

<b>PS.C13.1</b>	<b>FOUNDATIONS</b>	
<b>PS.C13.1.7.4</b>	<b>Backfill to excavations utilising: Select, free-draining, granular material (friction angle between 35 and 45 degrees)</b>	
	<p>Backfill directly behind the abutment wall shall be a designed material with properties that are validated by testing.</p> <p>The purpose of this material is to accommodate the movement of the abutment wall and approach slab due to thermal expansion of the bridge concrete, without generating excessively high earth pressures against the abutment wall or deck.</p> <p>The material shall consist of a well-graded, free-draining selected granular fill with the only constituents being natural gravel, natural sand, crushed gravel, crushed rock, slag or crushed concrete. No constituents shall include any argillaceous (clay-forming) rock.</p> <p>The peak angle of internal friction of the material shall be between 35° and 45°, which shall be confirmed by laboratory testing. No material shall be placed behind the abutments until testing certificates have been provided to confirm the relevant properties of the granular fill material to the satisfaction of The Engineer.</p> <p>The unit of measurement shall be the cubic metre of backfill material measured in the excavation. The quantity measured shall be calculated from within the neat outlines defined for excavation under item C13.1.3 and height to which the backfilling is constructed. The volume occupied by the structure shall be subtracted when calculating volume of backfilling.</p> <p>The height shall be determined by the upper surface of the road prism or reference ground surface (Clause A13.1.7.2b)), whichever is the lower.</p> <p>The tendered rates shall include full compensation for furnishing and placing all materials within the entire excavation, transporting the material within haul distance of 1,0 km, and preparing, processing, shaping, watering, mixing and compacting the material to the specified densities.</p>	
<b>PS.C13.2</b>	<b>FALSEWORK, FORMWORK AND CONCRETE FINISH</b>	
<b>PS.C13.2.11</b>	<b>Vertical formwork to provide imitation stonework patterned surface finish using flexible formliner inserts</b>	
	<p>The contractor shall supply and apply special forming materials to produce form surfaces with face design, texture, arrangement, and configuration as shown on the drawings, and according to the form-liner's manufacturer's specifications. Forms shall have a continuous horizontal pattern without any clear, straight vertical lines breaking up the pattern.</p> <p>Contractor shall make allowance for the provision of a full scale mockup using actual job specific materials, methods, and workmanship. The mockup shall incorporate all formwork accessories and a minimum one vertical and one horizontal formliner joint. The accepted mockup will be standard by which remaining work will be evaluated for technical and aesthetic merit. Accepted mockup is a prerequisite prior to use of the formliner.</p> <p>The unit of measurement shall be the square metre, and only the actual area of formwork in contact with the finished face of the concrete shall be measured.</p> <p>The tendered rates shall include full compensation for procuring and furnishing all materials required, erecting the falsework and formwork, constructing the forms, forming the grooves, fillets, chamfers up to 100 mm and stop-ends for construction joints, treating and preparing the forms, all bolts, nuts, ties, struts and stays, stripping and removing the formwork after completion of the work, all labour, equipment and incidentals, and rubbing and surface treatment. Payment of 80 % of the amount due for formwork will be made when the formwork has been removed, and payment of the remaining 20 % will be made on approval of the concrete surface finish.</p>	

<b>PS.C13.2.11</b>	<b>Design, construct, erect, maintain, dismantle and remove temporary supports at bridge abutments allowing full lateral movement of deck during prestressing before permanent support columns are connected</b>	
	<p>The construction sequence for the bridge requires that the deck only be connected to the abutments after tensioning of the prestressing cables is complete.</p> <p>The contractor shall provide for the temporary support of the bridge deck at the abutments during and after construction of the deck until the construction of the permanent abutment supports and their connection to the deck is complete.</p> <p>The connection between the falsework and the deck shall be a sliding bearing surface allowing unrestricted horizontal movement of the deck due to prestressing compression, creep and shrinkage, without any vertical movement of the deck at the supports or rotation in the falsework.</p> <p>The temporary supports shall not be removed until confirmed by The Engineer.</p> <p>All provisions of the Standard Specifications for falsework (A13.2) shall apply.</p> <p>The bearings and falsework shall be designed to accept the expected load combinations in conjunction with the eccentric movement, without overstressing any part in terms of working load requirements or exceeding the requirements for the serviceability limit.</p> <p>The tendered amount shall include full compensation for all labour, material and equipment required for the design, fabrication, supply and erection of the temporary supports, bearings and foundations and the dismantling and removal from site, as well as the operation and maintenance of the supports and bearings.</p>	
<b>PS.C13.4</b>	<b>CONCRETE</b>	
<b>PS.C13.4.13.2</b>	<b>Complete demolition and disposal of existing structural concrete elements or parts of existing structures</b>	
	<p>The tendered rate shall include for full compensation for all labour, plant and equipment required to process the demolished product for use as backfill material. The processed unreinforced concrete shall be stockpiled on site to be reused as backfill material in the same manner as excavated material, and all provisions of C13.1.7.1 shall apply to the processed concrete material. The tendered rates shall include full compensation for the stockpiling of material and the hauling of demolished or processed material for a haul distance of 1,0 km.</p>	



**PS.C.13 STRUCTURES****INDEX****PS.C.13.1 FOUNDATIONS****PS.C.13.1.1 SUBSURFACE DATA****PS.C.13.2 CONCRETE****PS.C.13.2.1 DECORATIVE CONCRETE AGGREGATE TO SIDEWALKS****PS.C.13.2.2 SPECIAL MIX DESIGN FOR DECORATIVE AGGREGATES****PS.C.13.3 ANCILLARY STRUCTURAL ELEMENTS****PS.C.13.3.1 SPECIAL PRECAST BARRIER UNITS****PS.C.13.1 FOUNDATIONS****PS.C.13.1.1 SUBSURFACE DATA**

Add the following to paragraph three (3) of clause A13.1.3.1 – ‘Subsurface data.’

Geotechnical investigations shall be conducted and approved by the Engineer prior to commencing excavations. The Engineer shall, whenever he may deem it necessary during the course of excavation, be entitled to call on the Contractor to conduct additional foundation investigations or tests at, or below, the respective founding levels aimed at establishing safe bearing conditions and founding depths.

Payment for these investigations shall be made by means of the Provisional Sums provided in the Bill of Quantities.

**PS.A.13.2 CONCRETE****PS.C.13.2.1 DECORATIVE CONCRETE AGGREGATE TO SIDEWALKS****MATERIALS**

The luminescent aggregate shall have the property of absorbing UV light during the day and emitting visible light in a dark environment. The aggregate shall conform to the testing specification and shall be engineered for high durability, with abrasion resistance and UV stability.

## APPLICATION

The luminescence particle aggregate shall be applied as shown on the construction drawings or as directed by the Engineer. Prior to the application of decorative aggregates such as CHRYSO ® Lumin P+, or similar approved materials, the Contractor shall submit a method statement outlining the intended method of application to the Engineer for approval.

The luminescent aggregate shall be spread manually on fresh concrete surfaces at a spread rate of 400 g/m<sup>2</sup> and then trowelled into the concrete. The concrete surface shall then be polished by grinding to expose the luminescence particle aggregates and sealed off in accordance with the manufacturer's instructions, with an approved protective seal or have an aesthetically exposed 8-staged polished concrete look with lithium densifier or similar approved. A rate for trial sections shall be made available in the Bill of Quantities.

The Contractor will be required to cast a trial sections on site as per the engineer's instruction to confirm the suitable spread rate and finishing required. The method statement will be prepared and submitted to the engineer for approval.

## MEASUREMENT AND PAYMENT

Separate payment items shall be made for the supply and installation of decorative aggregates for the complete installation, including sealing off the sidewalk.

- a) The unit of measurement for the supply of luminescence particle aggregates shall be kilograms of particles supplied.

The rate for the supply of particles shall include all necessary requirements for the complete supply of aggregates, including loading, transporting and offloading onto the construction site.

- b) The unit of measurement for the installation of decorative aggregates shall be the square meter (m<sup>2</sup>) of concrete surface covered.

The tendered rate shall cover placing of particles, floating, polishing, application of protective seals and any other necessary activities for the complete particle application.

No separate payment item shall be made in the Bill of Quantities for tools, machinery, labour, etc, necessary for the application of decorative aggregates.

### PS.C.13.2.2 SPECIAL MIX DESIGN FOR DECORATIVE AGGREGATES

Add the following to clause A13.4.4 – 'Design by Contractor'.

The Contractor shall undertake trial samples to determine an appropriate stone mix for the installation of decorative particles to the top 120mm of the sidewalk concrete slab, for approval by the Engineer.

The stone mix shall consist of highly concentrated, different-sized aggregates to create an 'exposed stone' surface finish to parts of the sidewalks over the bridge.

The unit of measurement shall be the cubic metre of stone supplied and installed.

### **PS.C.13.3      ANCILLARY STRUCTURAL ELEMENTS**

#### **PS.C.13.3.1    SPECIAL PRECAST BARRIER UNITS**

Replace paragraph one (1) of clause A13.8.7.1(a) – 'Concrete barriers and parapets' with the following;

Vehicle containment precast concrete barriers on Bridges and on top of barriers shall be placed as shown on the construction drawings. Barriers shall be set out to their respective final levels, shifting them as necessary, prior to being cast onto the completed deck.

Temporary installation to be done by contractor to ensure safety is adhered to and method statement to be signed off by contractor's professionally registered Engineer/Technologist.

Installation of pre-cast barriers on site, full 30m long on one side of structural module to be placed and levels to be adjusted to ensure accurate alignment (Visual & survey checks to be conducted on each barrier panel edge).

Prior to construction of Pre-cast barrier units, the engineer shall inspect formwork, steel and trial samples for approval. The Pre-cast barrier units will be installed only when the deck modules are not supported by temporary supports.

Durable concrete, Class-D shall be used for pre-cast concrete barrier units, D32/40-13

**PS.C.20 QUALITY ASSURANCE****INDEX****PS.C.20.1 TESTING METHODS****PS.C.20.1.1 ROAD LAYERWORKS****PS.C.20.1 TESTING METHODS**

During construction, all necessary tests required for earthworks, roadworks, structural work and concrete work shall be conducted as follows;

Process control and acceptance control testing shall be carried out by the Contractor. The cost of process control testing is deemed to be included in the tendered rates, and the cost of acceptance control testing shall be borne by the Employer.

The Contractor shall allow for the procurement and appointment of an independent site laboratory in accordance with the approved Employer's supply chain management processes.

**MEASUREMENT AND PAYMENT**

Payment provisions for acceptance control testing shall be under clause C20.1.5 – 'Financial contribution for an independent laboratory.' The tendered rate shall include acceptance control testing for all earthworks and materials related to structures.

**PS.C.20.1.1 ROAD LAYERWORKS**

The Contractor shall, in their tendered rate, allow for the cost of material classification and testing for any layer works intended for use in the works. This includes materials from the Contractor's own source and excavated material.

All test results shall be submitted to the Engineer for approval prior to commencement of sections requiring that material.

**Note:** The abutments shall only be backfilled after all bridge modules have been cast. This shall occur in layers of not more than 300mm at a time on each side of the abutment respectively, to maintain balance.

**C3.4: PARTICULAR SPECIFICATIONS**

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

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

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

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

List the drawings here

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

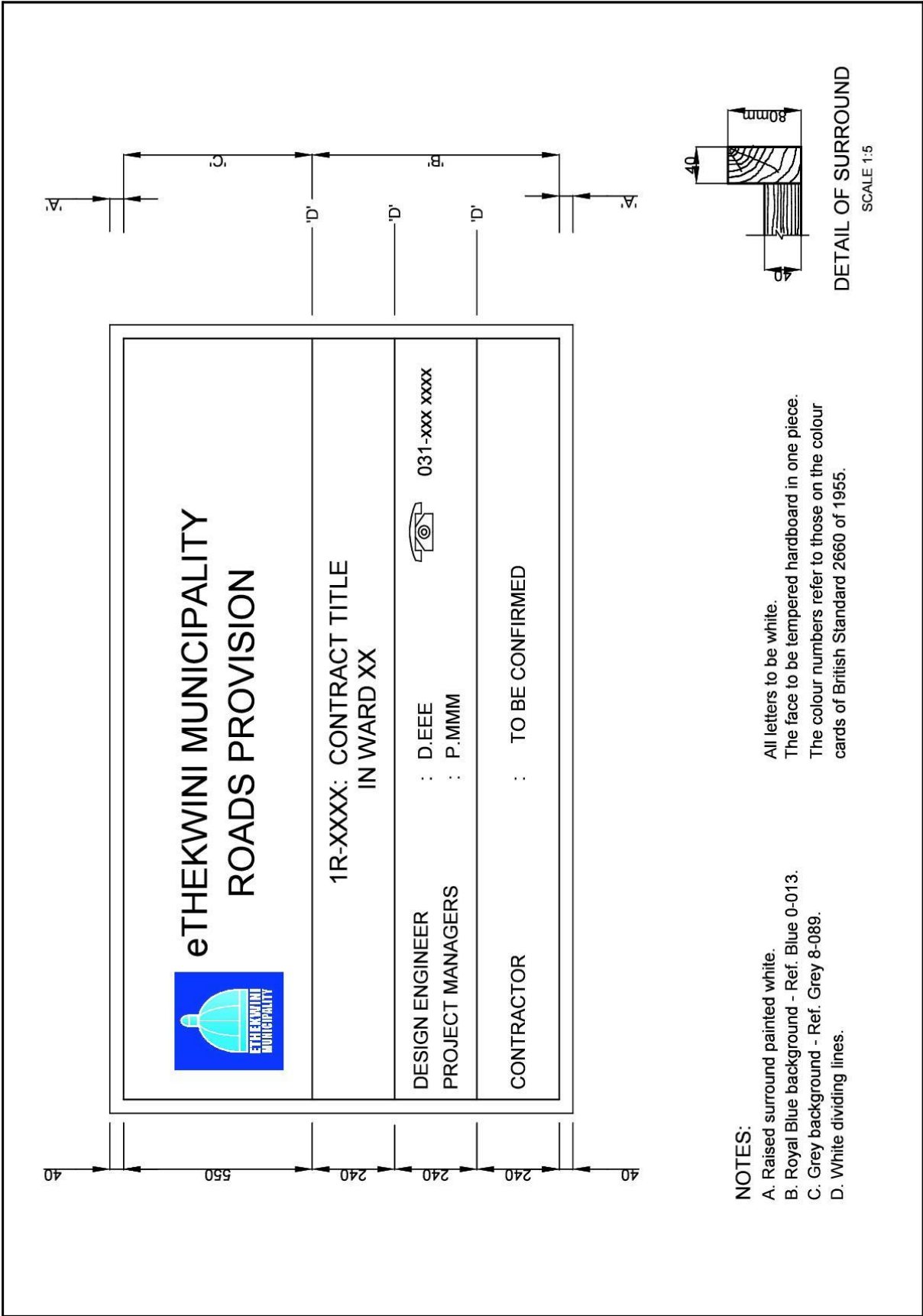
The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

<b>Dwg No</b>	<b>Description</b>	<b>Date of Issue</b>	
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

**C3.6: ANNEXURES****C3.6.1 Returnable Checklist**

Tenderers Returnables Checklist		✓
<b>Company Specifics</b>		
1	Certificate of Attendance at Clarification Meeting	
2	Certificate of Authority	
<b>Entity Specific – (to submit a copy for each partner in a Joint Venture if applicable)</b>		
3	Compulsory Enterprise Questionnaire	
4	General Enterprise Information	
5	Tax Compliance Status PIN / Tax Clearance Certificate	
6	Contractor's Health and Safety Declaration	
7	MBD4 : Declaration of Interest	
8	MBD5 : Declaration For Procurement Above R10 Million (if applicable)	
9	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	
10	MBD8 : Declaration of Bidder's Past SCM Practices	
11	MBD9 : Certificate of Independent Bid Determination	
12	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	
<b>Eligibility</b>		
13	Declaration of Municipal Fees	
14	Registration with Compensation Commissioner	
15	CSD Registration Report	
16	Verification of CIDB registration and status	
17	Experience of Tenderer	
18	Letter of good standing	
<b>Contractual</b>		
19	Joint Venture Agreements (if applicable)	
20	Record of Addenda to Tender Documents	
21	Amendments, Qualifications and Alternatives	
22	Form of Offer	
23	Data to be provided by contractor (C1.2.2.2)	
24	Bill of Quantities	
<b>Additional Documents</b>		
25	Company financials (audited) Refer to MBD5	
26	Company registration	
27	Company registration certificate	
28	Letter of intent to provide surety	
29	BEE Status/Level, Refer to MBD6.1	

C3.6.2 Notice Board.





### **3.6.3 BASELINE RISK ASSESSMENT.**

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### **3.6.4 SITE SPECIFIC HEALTH AND SAFETY SPECIFICATION.**



**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.