



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

PROCUREMENT DOCUMENT : INFRASTRUCTURE

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

Contract No: **1H-31110**

Contract Title: **Construction of 100 Pre-1994 housing stock in the former R293 towns within eThekweni Municipality.**

CIDB Grading: **7 GB (or Higher)**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 19 June 2025. Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 26 June 2025.

Meeting Location, Date, Time: Not Applicable

Queries can be addressed to: Name: Lindani Mnguni

The Employer's Agent's: Tel: 031 311 1671

Representative: eMail: Lindani.Mnguni@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

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

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

JDE Queries
Contact:

Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153

Email: suppliers.selfservice@durban.gov.za

Closing Date/ Time: **Friday, 04 July 2025** at **11h00**

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Human Settlement**

FOR OFFICIAL USE ONLY

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

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to [enter a brief description of the works.]

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Human Settlement	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	F.1.2
Clarification Meeting	Not Applicable	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Lindani Mnguni Tel: 031 311 1671 eMail: Lindani.Mnguni@durban.gov.za	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 04 July 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

T1.1.2 : INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

This JDE System will be used for:

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

Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

Assistance with using the JDE System

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

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

Viewing of available tenders

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

Tender documentation

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

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

Submission of tender offers

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

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

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

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

Viewing the Tender opening schedule

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

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

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

T1.1.3: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

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

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

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

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

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

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

CIDB Registration and Status (Grade 6 or above), B-BBEE Certificates, NHBRC Certificate 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, NHBRC Registration and Status and B-BBEE Level Status, will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

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

The tenderer to submit with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund

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

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

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

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

Conditions of Tender

7) F.3.8: Test for Responsiveness

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

NB: FAILURE TO SUBMIT ALL THE ABOVE LISTED WILL INVALIDATE THE TENDER SUBMITTED.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer:

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

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

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

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

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

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

F.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: [Lindani Mnguni](#)
 Tel: [031 311 1671](#)
 eMail: Lindani.Mnguni@durban.gov.za

The Employer's Agent's Representative is:

Name: [Lindani Mnguni](#)
 Tel: [031 311 1671](#)
 eMail: Lindani.Mnguni@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (d) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (e) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (f) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality Central Supplier Database**.

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

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

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

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

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs:

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

"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."

F.2.7 Clarification meeting:

Not Applicable

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

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

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

Tender Offers are to be delivered, in "hard copy" format, to **delivery address**:

[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

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

- Contract No. : **1H-31110**
- Contract Title : **Construction of 100 Pre-1994 housing stock in the former R293 towns within eThekwini Municipality.**

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

pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

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

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

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

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

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

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.

F.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 04 July 2025**
- **Time** : **11h00**

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

F.2.16 Tender offer validity:

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

F.2.23 Certificates:

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

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

Compensation Commissioner

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

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

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

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

Central Supplier Database (CSD)

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

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

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

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

CIDB Registration

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

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

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

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

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

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

NHBRC Registration

Tenderers are to include with their submission a printout of their National Home Builders Registration Council (NHBRC) certificate that is valid at the time of tender closing

Eligibility: Tenderer's Experience

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 5 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

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

Tenderers must submit experience gained as Main Contractors.

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

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

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

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

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

Table 1: Documentation / Information Requirements

Note: an “X” in this table indicates that the associated documentation must be provided, if applicable.	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate OR Invoice with Quantities summary	Final Payment Certificate OR Invoice with Quantities summary	Completion Certificate	NB Scope of Work
	Note 1	Note 2	Note 3	Note 4	Note 5	Note 6
Works as Sub-Contractor						
Current Contracts	X		X			X
Completed Contracts	X			X		X
Works as Main Contractor						
Current Contracts		X	X			X
Completed Contracts		X		X	X	X
Failure to submit the returnable form T2.2.16, <u>and</u> provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission						

Table 1: NOTES	
Note 1	Must include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
Note 2	Issued by the Client / Employer.
Note 3	Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 4	Proof of the final payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 5	Issued by the Client/ Employer.
Note 6	NB: Without this information the experience submission cannot be considered. - This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender. - If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract. - If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided. - The description of the Scope-of-Work is to be inserted into the returnable form in T2.2.16, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.

Table 2: Tenderer's Experience Requirement

Provision of Construction of new houses - Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: construction of new buildings which might also include construction of retaining wall and subsoil drainage. - Projects that are excluded are road/water/electricity rectification and renovation projects.
Experience Requirement: Contract(s) with works of a similar nature, within the past 5 years A minimum of 2 contracts, <u>each</u> with a value of 50% of the tender value submitted for this tender. Contracts may have been executed as a Sub-Contractor.
Experience Requirement: Contract(s) with works of a similar nature, within the past 5 years A minimum of 3 contracts, <u>each</u> with a value of 50% of the tender value submitted for this tender. Contracts must have been executed as the Main Contractor.

Note: The failure to complete the relevant returnable form T2.2.16 for each submission of experience AND supply the associated, relevant, documentation (as specified on Table 1) will invalidate the experience submission.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

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

F.3.2 Issue addenda:

Add the following paragraph:

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

F.3.4 Opening of Tender Submissions:

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

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

F.3.8 Test for Responsiveness:

Add the following:

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

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

“The above is applicable to the following returnable documents:

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

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

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

- detrimentally affect the scope, quality, or performance of the works identified in the

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

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

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

Price Points

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

Preference Points

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

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

Location (w1)	80/20
Not in South Africa	0
South Africa	5
Kwa Zulu Natal	10
eThekweni Municipality	20
Maximum Goal Points:	20
Where: W1=100%	

F.3.13 Acceptance of tender offer:

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

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- The Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor 6 GB or Higher grading designation.

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

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

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

F.3.15 Complete adjudicator's contract:

Refer to the [Conditions of Contract](#) and the [Contract Data](#).

F.3.17 Copies of contract:

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	20
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	21
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	22
T2.2.4	MBD 4: Declaration of Interest	23
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	25
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	26
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	28
T2.2.8	MBD 9: Certificate of Independent Bid Determination	30
T2.2.9	Joint Venture Agreements (if applicable)	33
T2.2.10	Record of Addenda to Tender Documents (if applicable)	34
T2.2.11	Declaration of Municipal Fees	35
T2.2.12	CSD Registration Report	36

Elegibility Evaluation

T2.2.16 Experience of Tenderer

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Certificates:

Valid CIDB Certificate

Valid HNBRC Certificate

.....

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [20](#) to [Error! Bookmark not defined.](#)

NOTE

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

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable	
YES	NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing? 1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 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? 3.1 If YES, provide particulars. 	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 	

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

1.0 GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.2 The applicable preference point system for this tender is the 90/10 preference point system.

1.2 Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

80 / 20 Points System

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

Type equation here.

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of the SCM Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the Tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
RDP Goal: The promotion of South African owned enterprises.	Specify	
Total CLAIMED Points (maximum)	20	

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 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) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 1H-31110 be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

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

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

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

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

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

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 : AGREEMENTS 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: **1H-31110**

Contract Title: **Construction of 100 Pre-1994 housing stock in the former R293 towns within eThekweni Municipality.**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE**C1.1.2 : FORM OF ACCEPTANCE**

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE**C1.1.3 : SCHEDULE OF DEVIATIONS****This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

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

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

FOR THE TENDERER**FOR THE EMPLOYER**

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

C1.2 : CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

C1.2.2 CONTRACT DATA**C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **3 Months**.

1.1.1.14 The Works are to be completed in portions as set out in the Scope of Work. The time for achieving Practical Completion of the portions is as follows:

- 1) For portion 1: **12 Months**
- 2) For portion 2: **12 Months**
- 3) For portion **12 Months**

The whole of the Works shall be completed within: **36 Months**.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Human Settlement**

1.2.1.2 The address of the Employer is:
Physical: **2nd Floor, Shell House**
221 Anton Lembede Street, Durban, 4001
Postal: **P.O Box 3858, Durban, 4000**
Telephone: **031 311 3283**
Fax: **N/A**
E-Mail: **lindani.mnguni@durban.gov.za**

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

1.2.1.2 The address of the Employer' Agent is: **Lindani Mnguni**
Physical: **2nd Floor, Shell House**
221 Anton Lembede Street, Durban, 4001
Postal: **P.O Box 3858, Durban, 4000**
Telephone: **031 311 1671**
Fax: **N/A**
E-Mail: **lindani.mnguni@durban.gov.za**

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

- There is no guarantee of any quantum of services, allocation of work to service providers will be subject to the availability of funds from Human Settlement
- Payment will be based on quantities measured on site for different house types and Engineer's designs/Specifications.

- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.
- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).
- Note:
- "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.
 - "experience" implies experience on projects of a similar nature.
 - "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.
- 5.3.1 The **documentation required** before commencement with Works execution are:
- **Health and Safety Plan** (refer to Clause 4.3)
 - **Initial Programme** (refer to Clause 5.6)
 - **Security** (refer to Clause 6.2)
 - **Insurance** (refer to Clause 8.6)
 - **CV(s) of Key Site Staff** (refer to Clause 4.11.1)
 - **CPG Implementation Plan** (if applicable)
- 5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.
- 5.3.3 Add the following paragraph:
- "If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The **non-working days** are **Saturdays and** Sundays.
- (5.1.1) The **special non-working** days are:
- All statutory holidays as declared by National or Regional Government.
 - The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.
- 5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".
- 5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 2000** (per Day).

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

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

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

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

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

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

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

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

- 6.8.2 **Escalation will be subject to subsidy quantum revision from Provincial Department of Human Settlement.**
- 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: **Not Required.**
 - Maximum first excess: **Not Required.**
- 8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:
- Third Party Insurance (Public Liability)**
- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 5 000 000.**
 - Consequential loss to be covered by policy: **Yes**
 - Liability section of policy to be extended to cover blasting: **R 5 000 000.**
 - Maximum excess per claim or series of claims arising out of any one occurrence: **R5000 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: **R5 000 000.**
 - Maximum first excess: **R 5 000 000.**
- Insurance of Works**
- Minimum amount for additional removal of debris (no damage): **Nil .**
 - Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil.**
 - Minimum amount for transit of materials to site: **Nil.**
- 8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

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

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

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

- 10.5.1 **Dispute resolution** shall be by standing adjudication.
- 10.5.3 The **number of members** of the Adjudication Board to be appointed: **1**.
- 10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.
- 10.8.1 Failing ad-hoc adjudication, the determination of disputes shall be by court proceedings.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

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 Preliminaries of the Bill of Quantities. 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 various Wards**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 SUBCONTRACTING

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

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 09 pages. The pages are numbered (58-68)

DEMOLISH AND REBUILDING OF FIVE ROOM - 66m²

	<u>HOUSING UNITS</u>	<u>units</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	-	-			
	<u>DESCRIPTIONS AND PREAMBLES</u>				
	The contractor is referred to the relevant clauses in the Model Preambles for Trades and to the Supplementary Preambles.				
	<u>DEMOLITION OF 66m2 UNIT INCLUDING FOUNDATIONS</u>				
1	Demolish and dispose of rubble at an approved dumps site 66m2 house complete with brickwork, floor slab, foundations and roof timbers.	sum	1		
1.1	Asbestos Roof to be removed & disposed by specialists, (provide disposal & clearance Certificate). (Handling and disposal of asbestos i.t.o of Environmental Conversation Act, (73 of 1989)	Item	1	R7 920.00	R7 920.00
	Foundation type to be determined by site specific requirements and by Engineer				
	Strip Footings				
2	Strip footings 700mm x 230mm class 20/19 concrete with 3 no Y10 equally spaced with 50mm cover from bottom	m	0		
3	Strip footings 600mm x 230mm class 20/19 concrete with 3 no Y10 equally spaced with 50mm cover from bottom	m	0		
	Raft Foundation				
4	Class 25/19 concrete raft foundation to specifications including excavations and base compacted to 95% Mod AASHTO	m ³	14		
	<u>ROUGH FORMWORK TO SIDES</u>				
5	Edges, risers, ends and reveals exceeding 450mm high or wide	m ²	5		
	<u>REINFORCEMENT</u>				
6	Reinforcing steel	T	0.40		
7	Type 193 fabric reinforcement in concrete surface beds, slabs, etc., incl. DPC Plastic	m ²	66		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				-

PAGE 1

		<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>	-	-		
	<u>REINFORCED CONCRETE</u>				
8	100mm class 20/19 concrete apron slabs 900mm wide incl base compacted to 95% Mod AASHTO.	m ³	3		
9	Weld Mesh Ref 100 to apron slab	m ²	20		
	<u>FORMWORK</u>				
10	Edges, risers, ends and reveals not exceeding 450mm high or wide	m	22		
	<u>SUNDRIES</u>				
	<u>Expansion joints with bitumen impregnated softboard between</u>				
	<u>vertical concrete and brick surfaces</u>				
11	12mm Joints not exceeding 300mm high	m	28		
	<u>JOINT SEALANTS, ETC</u>				
	<u>Thioflex 600 polysulphide sealing compound, including bond</u>				
	<u>breaker, backing cord, primer, etc. and raking out of joint filler</u>				
	<u>as necessary</u>				
12	12mm x 12mm Deep vertical expansion joints (Provisional)	m	5		
	<u>BUILDING OF NEW MASONRY UNITS</u>				
	<u>Blockwork in class II mortar in building up openings</u>				
	<u>All Blocks to be min 3.5Mpa</u>				
13	Internal block walls M90	m ²	52		
14	External block walls M140	m ²	87		
15	Block beam filling	m ²	3		
	<u>Blockwork reinforcement NHBRC Standard</u>				
16	75mm Wide reinforcement built in horizontally	m	305		
17	100mm Wide reinforcement built in horizontally	m	296		
	<u>Prestressed fabricated lintels:</u>				
18	90mm Block Lintel in lengths not exceeding 3m	m	4		
19	140mm Block Lintel in lengths not exceeding 3m	m	9		
	<u>NUTEC-CEMENT/FIBRE-CEMENT WINDOW CILLS</u>				
	<u>Natural grey cills in single lengths bedded in class I mortar</u>				
	<u>including metal fixing lugs etc.:</u>				
20	12 x 150mm Wide cills set flat and slightly projecting	m	7		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 2

		Unit	Quantity	Rate	Amount
	WATERPROOFING				
	DAMPPROOFING OF WALLS AND FLOORS				
	<u>One layer of 375 "Brickgrip DPC" or similar approved embossed black polytherene sheeting:</u>				
22	In walls, reveals, below cills, etc.	m ²	5		
23	In surface beds	m ²	78		
	"Sika" Cemflex or similar approved membrane waterproofing fixed in strict accordance to the manufacturer's instructions				
24	On shower floors	m ²	1		
25	On shower walls 2000mm	m ²	5		
	<u>ROOF COVERINGS</u>				
	ROOF COMPLETE				
	<u>Supply and install engineered roof to specifications incl. the ffg</u>				
	-				
26	1) " Everite Bigsix" or similar approved sheeting fixed to timber purlins onto timber trusses (changed to concrete tiles)				
	<u>2) Engineered roof trusses to manufacturer specifications</u>				
27	3) Bigsix close fitting adjustable ridge capping				
	<u>4) 12 x 225mm Fascia and Barge Boards including galvanised steel</u>				
	H-Profile jointing strips				
28	5) Purlins to specifications of roof manufacturer				
29	6) 38 x 76mm Wall plates including bed level in cement mortar				
30	7) Sundries including, screws, nails, roof ties, etc. Everite FC77 pressed fibre-cement:	Sum	1		
	<u>Ceiling</u>				
31	38 x 38mm SABS treated timber battens,	m	225		
32	Rhino board & Painting	m ²	66		
33	Rhino Cornice	m	57		
34	50kg Rhino board for sticking and skimming	kg	50		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 3

		Unit	Quantity	Rate	Amount
	-				

	<u>Framed Doors etc.</u>				
	<u>Wrot Meranti Framed, ledged and braced batten doors hung to timber frame (elsewhere measured)</u>				
35	44mm Thick Framed ledged and braced batten door, size 813 x 2032	No	2		
	<u>Flush Doors</u>				
36	44mm Hollow core ply finish for painting both sides, size 813 x 2032mm	No	4		
	<u>FRAMED FRAMES , ETC</u>				
	<u>Wrot meranti :</u>				
37	42 x 68mm Frames plugged	m	20		
38	68 x 106mm Rebated frames plugged	m	10		
	<u>IRONMONGERY</u>				
	<u>HINGES, BOLTS, ETC</u>				
39	100mm Steel Butt hinge with screws	No	12		
	<u>LOCKS AND HANDLES</u>				
40	Two lever rebated mortice SABS Approved lockset with CB furniture	No	4		
41	Three lever rebated mortice SABS Approved lockset with CB furniture	No	2		
	<u>METALWORK</u>				
	<u>WINDOWS, DOORS, ETC</u>				
	<u>Natural anodised aluminium windows glazed with 4mm clear glass and plugged to brickwork including silicone sealing around</u>				
	<u>Windows</u>				
42	Window size 1511 x 949mm high	No	5		
43	Window size 533 x 1245mm high	No	1		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 4

		<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	-				

	<u>PLASTERING</u>				
	<u>Screeds on concrete</u>				
	<u>Cement plaster screed (1:3) steel trowel floated to smooth finish on concrete</u>				
44	25mm thick on floors	m ²	66		
	<u>15mm (1:5) cement plaster finished with steel trowel on:</u>				
45	On walls	m ²	85		
46	On narrow widths	m ²	7		
	INTERNAL PLASTER				
47	Sand/cement slush bagged to all internal walls	m ²	160		
	<u>PLUMBING AND DRAINAGE</u>				
	<u>SOIL DRAINAGE</u>				
	<u>Underground sewer and drainpipe grade rigid uPVC pipes :</u>				
48	110mm Vent Pipe	m	3		
49	110mm Pipe laid in ground including excavation not exceeding 1m deep.	m	6		
50	110mm Pipe laid in ground including excavation exceeding 1m and not exceeding 2m deep.	m	6		
	<u>Extra on uPVC piping for the following fittings :</u>				
51	110mm Bend.	No	3		
52	110mm Access bend	No	2		
53	110mm Junction.	No	2		
54	110mm Access junction.	No	2		
55	110mm Rodding eye.	No	1		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				-

PAGE 5

		<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	-				

	<u>PLUMBING</u>				
	<u>SANITARY FITTINGS</u>				
	<u>The following in basins fixed complete and connected to services:</u>				
56	White basin, size 560 x 405mm, with 38mm chromium plated waste union, with one tap hole, anti-theft plug with spindle fixed to wall with and including two 10mm bolts.(taps, trap elsewhere)	No	1		
57	Aquasave low level suite with 4,5 litre low flush cistern and heavy duty white plastic double flap seat	No	1		
58	Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup, chain and stay, fixed to block wall with and including gallow brackets (taps, trap elsewhere)	No	1		
	<u>TRAPS</u>				
59	32 X 38mm Flexible rubber re-seal "p" or "S" traps jointed to waste	No	2		
60	outlet fitting and uPVC pipe including clamps 38mm Chrome uPVC shallow shower waste	No	1		
	<u>Waste Unions, etc.</u>				
61	Basin waste uPVC chrome plated	No	2		
	<u>TAPS, VALVES, ETC</u>				
62	15mm rigid polycop SABS approved	m	20		
63	15mm Pillartap	No	2		
64	15mm chromium plated under wall pattern stopcock	No	3		
65	15mm Chromium plated shower rose 65mm diameter and joint to brass connector	No	1		
	<u>SANITARY PLUMBING</u>				
66	<u>uPVC pipes</u>				
67	50mm Pipes	m	6		
68	110mm Pipes	m	6		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 6

		<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	-	-	-		
	<u>Extra over uPVC pipes for fittings</u>	-	-		

69	50mm Bend.	No	3		
70	50mm Access Bend.	No	2		
71	110mm bend	No	2		
72	50mm Junction.	No	2		
73	110mm Junction.	No	2		
74	110mm Pan Connector	No	1		
75	15mm compression Fittings	No	12		
76	PVC Grating and Gulley with pre-cast concrete surround	No	1		
	<u>Sundries</u>				
75	Testing water pipe system (Per unit)	Item			
	<u>PAINTWORK</u>				
	ON PLASTER				
	<u>Prepare surfaces and apply one coat 'Professional plaster Primer'</u>				
	<u>and Two coats acrylic paint on:</u>				
78	Bagged walls internally	m ²	160		
79	On external walls	m ²	85		
	<u>ON WOOD</u>				
	<u>Stop with "Polycell Mendall 90" knot with "Woodcare Knot Seal" and</u>				
	<u>apply one coat "Professional Wood Primer" and Two coats polyurethane</u>				
	<u>enamel paint on:</u>				
80	General Surfaces	m ²	25		
	<u>SITE WORKS</u>				
	<u>THE FOLLOWING IN CONCRETE APRONS</u>				
	<u>Site Clearance</u>				
81	Clear the area of site to be built upon or paved, of all rubbish, hedges, bush, rubble, debris and cart away.	m ²	66		
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 7

		<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	-	-	-		
	<u>Surface preparation</u>	-	-		

82	Trim and level off surface of ground to receive concrete surface beds, excavating and filling as necessary and compacting the whole area for a depth of 150mm to a density of at least 95% Mod AASTHO maximum density	m ²	66		
	<u>SOIL POISONING</u>				
	<u>Approved brand of anti - termite soil poison by a Registered Pest Control Company and guaranteed against termite infection for ten years</u>				
83	Under floors etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m ²	66		
	<u>PROVISIONAL SUMS</u>				
	<u>ELECTRICAL INSTALLATION</u>				
84	Provide the amount of R 12,951.00 (Twelve Thousand Nine Hundred and Fifty One Rands) for the Electrical Installation.	Item	1	R12951.00	R12951.00
	<u>RAINWATER GOODS INSTALLATION</u>				
85	Provide the amount of R 2,400.00 (Two Thousand Four Hundred Rands) for the Installation of Rainwater goods.	Item			
	<u>TOTAL CARRIED TO SUMMARY PAGE :</u>				

PAGE 8**REDECORATION AND REHABILITATION WITHIN ETHEKWINI REGION****66m² FOUR ROOMED UNIT****HOUSE CONSTRUCTION**

<u>TOTAL AMOUNT PER PAGE TO BE MULTIPLIED BY NUMBER OF UNITS PROVIDED</u>	<u>Page</u>	<u>Amount (per page)</u>	<u>Quantit y</u>	<u>Amount</u>
				R
TOTAL FOR PAGE	1		100	
TOTAL FOR PAGE	2		100	
TOTAL FOR PAGE	3		100	
TOTAL FOR PAGE	4		100	
TOTAL FOR PAGE	5		100	
TOTAL FOR PAGE	6		100	
TOTAL FOR PAGE	7		100	
TOTAL FOR PAGE	8		100	
TOTAL CARRIED TO FINAL SUMMARY				-

	DESCRIPTIONS AND PREAMBLES	Unit	Quantity	Rate	Amount
	The contractor is referred to the relevant clauses in the Model Preambles for Trades and to the Supplementary Preambles.				
	<u>VARIATION ORDERS</u>				
	<u>SOIL IMPROVEMENT</u>				
	<u>DUMPROCK&G5</u>				
1	Excavation of unsuitable material not exceeding 2m deep below ground level	m ³	61		
	Imported Dump rock material to be compacted to 95% MOD AASHTO	m ³	23		
2	Imported G5 material to be compacted to 95@ MOD ASSHTO including DPC testing	m ³	38		
	Biddum U24	m ²	76		
	<u>SUB-SOIL DRAINAGE</u>		G5 Material	Total	
3	Excavation in trenches not exceeding 2m deep including the risk of collapse and keep excavation free of water etc.	m ³	6		
4	Granular material (same material from site)	m ³	3		
5	Clean river sand	m ³	1		
6	19mm clear stone encasing to pipe	m ³	3		
7	Geofabric or similar approved	m ²	30		
8	160mm dia slotted drainex pipe	m	18		
9	110mm Upvc discharge pipe	m	2		
	<u>RETAINING WALL</u>		Sub Soil	Total	
10	Excavation of unsuitable material not exceeding 2m deep below ground level	m ³	4		
11	Risk of collapse not exceeding 1,5m deep	m ²	10		
12	Keep excavation free of water	Item	1		
	Extra over for loading, carting and dumping excess material	m ³	3		
14	Backfill to trenches	m ³	1		
15	Soilcrete stability with 6% cement	m ³	9		
16	19/25Mpa concrete footing (as per Engineer's details)	m ³	2		
17	Mesh ref 311	m ²	7		
18	Geofabric or similar approved	m ²	22		
19	Retaining blocks (TB300) including filling with soil	m ³	7		
20	50mm dia Upvc pipe (1500mm length weep holes)	m ³	6		
			R. Wall	Total	

The above totals to be carried to final summary

HOUSING UNITS - WITHIN ETHEKWINI REGION

<u>FINAL SUMMARY</u>	<u>Price</u>	<u>Quantity</u>	<u>Amount</u>
-			

(Block Capitals)

DATE:

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

[A description of work covered by this contract]

- Demolishing of the existing building according to the engineer's instruction/term.
- Clear site/remove rubble on site.
- Surface grading.
- Building setting out.
- Excavation of trenches for foundation.
- Soil improvement if necessary.
- Casting concrete for foundation.
- Building of blockwork walls.
- Installation of electrical components.
- Installation of roof.
- Installation of doors and windows.
- Plastering of internal & external walls.
- Installation of plumbing.
- Painting of external and internal wall.
- Casting of concrete apron.
- Applying of floor screed.
- Site clearance.

C3.1.2 Description of Site and Access

Ethekwini is a metropolitan city situated on the eastcoast of Kwazulu Natal province. It comprises of many different townships situated in the North, South and West regions.



Locality map of Ethekwini

C3.1.3 Nature of Ground and Subsoil Conditions**Brief Site Geology Assessment**

The sites investigated were observed to be underlain by fill, colluvium, eluvium, ferric rete, Aeolian deposits, and residual soils, weathered tillite and weathered sandstone rock. The Aeolian soils are generally considered deep soil deposits where the rock horizon is located well below the stress influence of shallow foundation. Residual tillite and sandstone soils are generally clayey and may exhibit expansive behaviours. Loose to very loose soils occur down to various depth of the sites. From a study of the Geological maps available for the area, it was found that the area is underlain by C-Pd: diamctite, subordinate varved shale of Dwyka Formation, Karoo Sequence, and O-Sn: red-brown coarse-grained arkosic to subarkosic sandstone, quartz arenite, micaceous sandstone, small pebble conglomerate, subordinate siltstone and mudstone, natal group of the Karoo sequence.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

(1) Time required for service relocations.

- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (e.g. to accesses).
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions.

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

PS.1.3.4 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.2 SERVICES

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

PS.2.1 Existing Services

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

[If you think necessary, draw special attention to major services.]

PS.2.2 Proving Underground Services

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

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

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

The cost of the proving trenches is to be included in the work covered by **Clause DA.8.3**.

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

- **PS.4: Sewers;**
- **PS.5: Stormwater;**
- **PS.6: Electrical Cables / Lighting;**

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

PS.2.4 Accommodation of Services

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

PS.4 SEWERS

[Briefly describe the work noting all special conditions].

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

[Briefly describe the work noting all special conditions].

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.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:

Describe issues relating to OH&S and the Regulations

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 OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

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

PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**PS.10.2.1 Employer's Health and Safety Specification**

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the 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.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.

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

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DD	Earthworks for Structures		
EB	Graded Crushed Stone	December	1988
EC	Cement Treated Graded Crushed Stone	December	1988
EE	Pre-coated Stone Chippings		
F	Protection Works	July	1992
K	Bearings		
L	Structural Work		
S	Reinstatement	March	1993

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS L	Structural Work
PS PG	Lateral Support Systems
PS S	Reinstatement

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**

Architect
Engineers

REFER TO ANNEXURE A

C3.5.2 STANDARD DRAWINGS

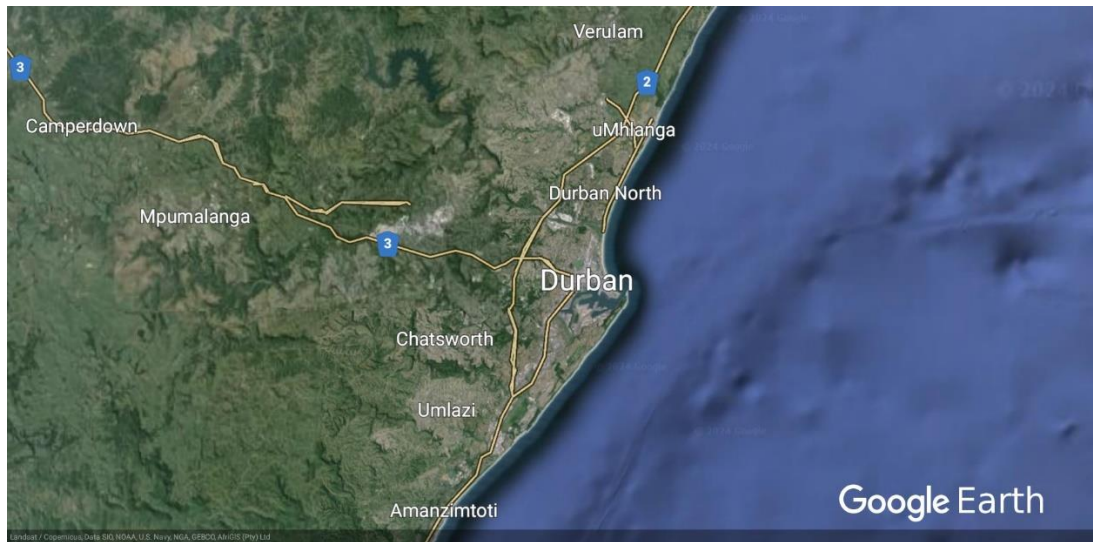
The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

Dwg No	Description
38575	Sub-Soil Drain,
38581	Retaining Wall,
38583	Soil Improvement

REFER TO ANNEXURE B

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

The project area is located in various areas around Durban, within various wards of EThekweni Metropolitan Municipality in the KwaZulu-Natal Province of South Africa. The general area around the sites is characterized by a fairly variable topography ranging from gently to moderate sloping. A locality plan for the proposed development is shown in Figure1 attached in Appendix A.

C4.3 TEST RESULTS **REFER TO ANNEXURE C**

**ANNEXURE A:
ENGINEER AND ARCHITECT'S DRAWINGS**

ANNEXURE B:
SOIL IMPROVEMENT (RETAINING WALL, SUBSOIL DRAINAGE, G5
WITH DUMP ROCK)

ANNEXURE C:
GEO TECHNICAL REPORT (SOIL PROFILING, DCP AND LAB RESULTS)

C3.3.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Double-Click the image below to open the Standard Conditions of Tender

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

C3.3.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

Double-Click the image below to open the Standard Conditions of Contract

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

(July 2009)
(Third Edition of CIDB document 1014)



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Standard Professional Services Contract