



Documents may be obtained,
free of charge, in electronic format,
from the eTenders website.

Reference is to be made to
Clause F.1.2 of the
Tender Data.

ECONOMIC DEVELOPMENT AND PLANNING CLUSTER

OFFICE OF THE DCM :URBAN RENEWAL

PROCUREMENT DOCUMENT
INFRASTRUCTURE

CONTRACT No.: 1X-22593

TITLE: Durban Central Beachfront - Appointment of a contractor to provide Public Space and Facility Management Services within the Durban Central Beachfront Boundary (spatially defined) for a period of (36) months

Clarification Meeting: A Compulsory clarification meeting will be held @ Lion Match offices 892 Umgeni Road Durban on 02 February 2023 at 10:00 am.

Queries : All queries and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers

Contact: Sugan Venketraju; Tel: 031 311 4728/4720; eMail: sugan.venketraju @durban.gov.za

Issued by:

ECONOMIC DEVELOPMENT AND PLANNING
CLUSTER
OFFICE OF THE DCM :URBAN RENEWAL

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NAME OF TENDERER:

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PART T1: TENDERING PROCEDURES
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works for Public Space and Facilities Management of the Durban Central Beachfront: 36-month Maintenance of Hard and soft landscaping between Blue Lagoon and Point Beach. This Contract involves ensuring a high level of maintenance of all hard landscapes e.g. (paved, asphalted and concreted areas, lipstick fencing, dune sacrificial fences etc) and soft landscaping e.g. (lawns, rehabilitated dunes, gardens, shrubs, trees and palm trees, windblown sand etc).

(F.1.1.1) The Employer is the eThekweni Municipality as represented by **DEPUTY CITY MANAGER: ECONOMIC DEVELOPMENT AND PLANNING CLUSTER**

It is estimated that tenderers should have a CIDB contractor grading designation of **5 SH** (or higher).

(F.1.2) Documents can be obtained by electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

(F.2.7) A Compulsory clarification meeting will be held @ Lion Match offices 892 Umgeni Road Durban on 02 February 2023 at 10:00 am.

All queries and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Sugan Venketraju** , 031 311 4728 (t) , Sugan.venketraju@durban.gov.za

(F.2.13) Tender offers shall be delivered to **the Municipal Building, 166 K.E. Masinga Road** and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday, 03 March 2023** at or before **11:00**

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: **DEPUTY CITY MANAGER: ECONOMIC DEVELOPMENT AND PLANNING CLUSTER**

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

- 1) This procurement document.
- 2) Drawings, issued separately from this document (or alternately: Bound in Section C3.4 as an Annexure).
- 3) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 4) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The 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).
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- <https://ethekwinivendor.durban.gov.za/tenders/availabletenders/> ; or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

F.1.4 The employer's agent: The Employer's agent is

- Sugan. Venketraju (Pr. Tech Eng). (Pr.CPM)
- Tel: 031 311 4728 (t)
- Email: sugan.venketraju@durban.gov.za

The tenderer's contact details as indicated in the Contract Data under Clause C1.2.2.2 "Data to Be Provided by Contractor" shall be deemed as the only applicable contact details for the tenderer for use in communications between the employer's agent and the tenderer after the closing time stated in the Tender Data.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) 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;
- (c) 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 Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) 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.

F.2.1.1 Eligibility: CIDB

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

F.2.1.2 Eligibility: Tenderer's Experience

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in Part T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 7 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

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".

Tenderers must submit experience gained as Main Contractors.

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

Returnable form "Experience of Tenderer" is included in Part T2. This form is to be duplicated for each experience submission, as may be required.

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 with Quantities summary	Final Payment Certificate with Quantities summary	Completion Certificate	NB Scope of Work
	Note 1	Note 2	Note 3	Note 4	Note 5	Note 6
Works as Main Contractor						
Completed Contracts		X		X	X	X
<u>NOTES</u>						
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 4	Proof of the final payment received from the Main Contractor or Client/ Employer, with a summary breakdown of quantities.					
Note 5	Issued by the Client/ Employer.					
Note 6	NB: Without this information the experience submission cannot be considered. <ul style="list-style-type: none">This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer’s Experience Requirement) to the Scope-of-Work of this specific tender.If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided.The description of the Scope-of-Work is to be inserted into the returnable form in Part T2, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.					
Failure to submit the returnable form in Part T2.2, <u>and</u> provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission						

Table 2: Tenderer's Experience Requirement

Provision of Public space and landscaping management <ul style="list-style-type: none"> Projects of a similar nature that will be considered will be experience in delivering a combination of maintenance services related to hard and soft landscaping (Lawns, Trees, Garden Establishments, Irrigation Systems, Planting, Showers, Dune Fencing Protection and Litter Collection and Windblown Sand Management Systems Please see detail of what "similar" refers to at Contract data CI 4.11.1

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

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

A Non-Refundable Tender Charge, as stated in the "Tender Notice and Invitation to Tender", is applicable if hard copies are obtained from the Cashier."

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until 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 address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting: A Compulsory clarification meeting will be held @ Lion Match offices 892 Umgeni Road Durban on 02 February 2023 at 10:00 am.

All queries and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.

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

F.2.13 Submitting a tender offer: Submissions must be submitted on official submission documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality.

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

- Contract No. : 1X-22593
- Contract Title : Durban Central Beachfront - Appointment of a contractor to provide Public Space and Facility Management Services within the Durban Central Beachfront Boundary (spatially defined) for a period of (36) months

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

the Municipal Building, 166 K.E. Masinga Road

and placed in the **Tender Box** located in the ground floor foyer.

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

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

- Date : Friday, 03 March 2023
- Time : 11:00

F.2.16 Tender offer validity: The Tender Offer validity period is 12 weeks (84 Days) from the closing time for submission of tenders.

F.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of

intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

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

CIDB Registration

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

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

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at time of tender closing.

Tax Clearance

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer’s real-time compliance status.

B-BBEE Status Level of Contribution

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

The requirements are summarised in the following table:		
Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

Central Supplier Database (CSD)

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

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, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

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.

F.3.11 Evaluation of Tender Offers: The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality).

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

Only locally produced goods, services, or works, or locally manufactured goods, with a stipulated minimum threshold for Local Production and Content will be considered.

F.3.11.9 The value of W_2 is 100. The Functionality criteria (and sub-criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer’s Experience		40
Project Organogram and Experience of Key Staff	Contracts Manager	10
	Site agent	15
	Foremen	15
Preliminary Programme		10
Structure and Methodology		10
Maximum possible score for Functionality (M_s)		100

The minimum number of evaluation points for Functionality is **60**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according

to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> Experience of Tenderer (4 similar completed projects with supporting reference letters in value, nature of work and context, undertaken over the last 5 years) Tabulate experience and provide reference letters for each project stated
Project Organogram and Experience of Key Staff	<ul style="list-style-type: none"> Proposed Organization and Staffing (organogram structure to be provided) Tabulate relevant experience, and qualifications for key personnel Provide CVs of Key Personnel
a) Preliminary Programme aligned with Budget b) Preliminary Programme aligned with anticipated work for Sub-contractors (part of main contract) c) Preliminary Programme aligned with CPG subcontractors)	<ul style="list-style-type: none"> Preliminary Programme (provide a detail programme per week, per month and per year) Indicate critical milestones in the programme Indicate proposed budget as aligned with the preliminary programme
a) Proposed work structure and Methodology b) Proposed indicators and monitoring an evaluation tools /systems to be used and reported on	<ul style="list-style-type: none"> Project Approach, Methodology, and Quality Control Schedule of Proposed Subcontractors (part of main Contractor Budget) Schedule of Proposed Subcontractors (part of the CPG Budget) Anticipated Plant and Equipment and PPE Anticipated Risks and Mitigation Approach to be utilized

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

- “**successfully completed**” implies a project has been completed on time and to specification;
- “**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.

Criterion: Tenderer's Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 7 years.
Level 2	To have successfully completed <u>2 to 3 projects</u> of a similar nature within the past 7 years.
Level 3	To have successfully completed <u>4 to 6 projects</u> of a similar nature within the past 7 years.
Level 4	To have successfully completed <u>7 to 8 projects</u> of a similar nature within the past 7 years.
Level 5	To have successfully completed <u>8+ projects</u> of a similar nature within the past 7 years.

Criterion: Project Organogram and Experience of Key Staff			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information OR Less than 2 years' experience.
Level 1	Relevant accredited diploma / degree and minimum 1 years' experience.	Relevant accredited diploma / degree and minimum 1 years' experience.	Minimum 2 years' experience.
Level 2	Relevant accredited diploma / degree and minimum 2 year's experience.	Relevant accredited diploma / degree and minimum 2 year's experience.	Minimum 3 year's experience.
Level 3	Relevant accredited diploma / degree and minimum 4 year's experience.	Relevant accredited diploma / degree and minimum 4 year's experience.	Minimum 5 year's experience.
Level 4	Relevant accredited diploma / degree and minimum 7 year's experience.	Relevant accredited diploma / degree and minimum 7 year's experience.	Minimum 8 year's experience.
Level 5	Relevant accredited diploma / degree and minimum 9 year's experience.	Relevant accredited diploma / degree and minimum 9 year's experience.	Minimum 10 year's experience.

Criterion: Preliminary Programme	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project.
Level 2	The programme does not adequately deal with the critical characteristics of the project or the plan and manner in which risk is to be managed.
Level 3	Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion). Programme must show the critical path
Level 4	In addition to the requirements of level 3, the programme covers all activities, meetings, requirements and is sufficiently flexible to accommodate changes that may be required during execution within project completion time.
Level 5	In addition to the requirements of level 4, the program covers all activities, meetings, requirements and accommodates changes and details ways to improve the overall project outcome within the completion time.

Criterion: Structure, Methodology & Quality Control	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The technical approach / methodology, plant and equipment is poor and gives no relevant information in satisfying the projects objectives
Level 2	The technical approach and/or methodology is less than acceptable and unlikely to satisfy project objectives or requirements. Plant and equipment is unlikely to provide adequate protection of the works.
Level 3	Brief overview of the methodology which encompasses all programmed activities in appropriate order and includes staff, plant and equipment resources, including subcontractors if applicable, a brief description of preparatory work, construction processes including finishing works for each activity.
Level 4	The methodology is specifically tailored to address specific project requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the project. The plant and equipment are specifically tailored to the project requirements and are sufficiently adaptable to accommodate changes that may be required during execution
Level 5	Besides meeting the "above Level 4" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product. Plant and equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome.

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

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer is registered, and "Active", with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation;
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (d) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on previous contract & has been given a written notice to this effect;
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (h) If this tender is subject to "Local Content and Production", the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) 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.

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Bidders are required to submit their complete document saved and scanned

onto a memory stick.

The additional conditions of tender are:

ACT.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

ACT.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.

ACT.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 Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	16
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T2.1.3 Preferential Procurement Schedules and Affidavits

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

- eThekweni Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

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

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages 16 to 24.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer 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:

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. 1X-22593** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

DECLARATION OF MUNICIPAL FEES

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

- 5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

- 6) **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC
EME: Contractor	< R3.0m	OR authorised B-BBEE verification certificate (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)


CSD REGISTRATION REPORT

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “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.

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

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

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:
	Report Ran By:
CSD REGISTRATION REPORT	

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

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

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

Declaration by Tenderer

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

Tenderers are
to Circle Applicable

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....
.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....
.....

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

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

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

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

ELIGIBILITY: AUDITED FINANCIAL STATEMENTS or PUBLIC INTEREST SCORE

If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years;

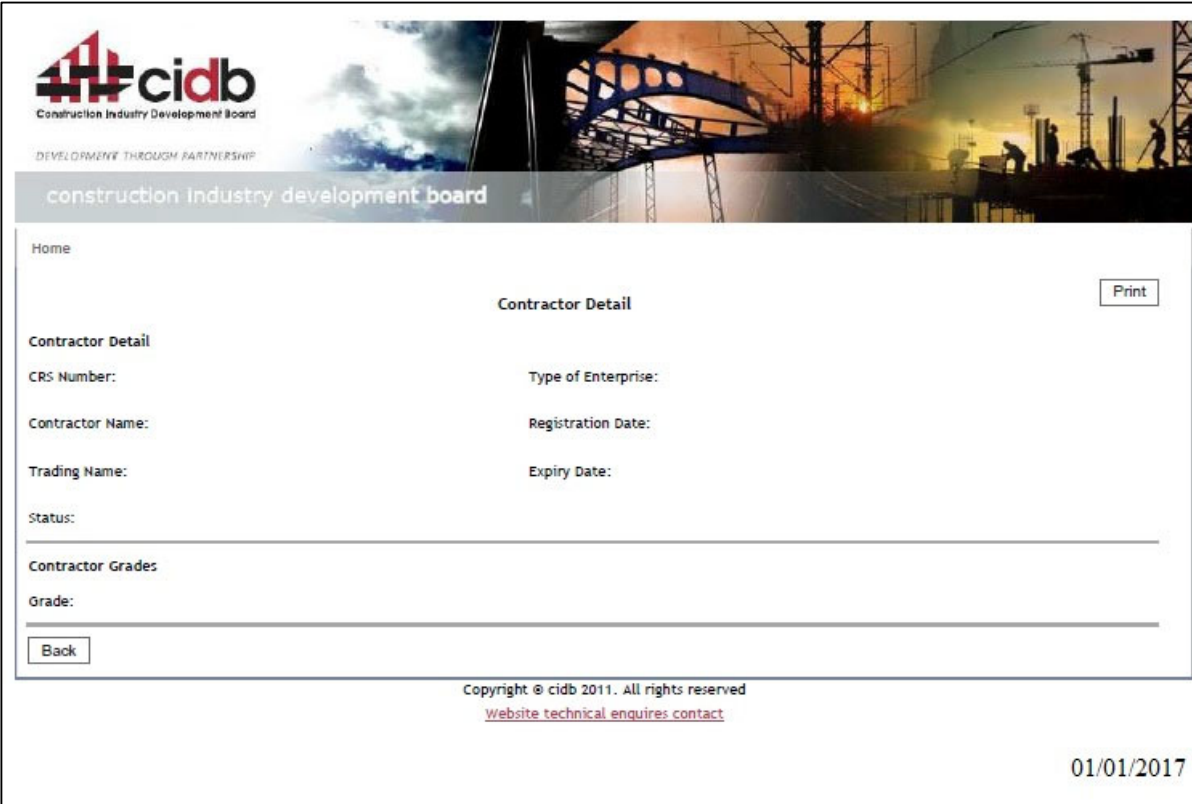
ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is made to F.2.23 of the Conditions of Tender.

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

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

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



The screenshot shows the CIDB (Construction Industry Development Board) website interface. At the top, there is a header with the CIDB logo and the tagline "DEVELOPMENT THROUGH PARTNERSHIP". Below the header, the main content area is titled "construction industry development board". The page displays a "Contractor Detail" form with the following fields: CRS Number, Contractor Name, Trading Name, Status, Type of Enterprise, Registration Date, and Expiry Date. There is a "Print" button in the top right corner of the form area. Below the form, there is a "Back" button. At the bottom of the page, there is a copyright notice: "Copyright © cidb 2011. All rights reserved" and a link: "Website technical enquires contact". The date "01/01/2017" is printed in the bottom right corner.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

ELIGIBILITY: EXPERIENCE OF TENDERER

Experience Eligibility are specified in **Clause F.2.1.1.2** of the Conditions of Tender in Part T1.2. 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 a "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:											
Employer's Agent (Engineer) OR Main Contractor's Details	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:		
										R		

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 with Quantities summary	Final Payment Certificate with Quantities summary	Completion Certificate
Completed Contract as Sub-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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes / No
C	MBD4: Declaration of Interest	Yes / No
D	MBD5: Declaration for Procurement Above R10 Million	Yes / No
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes / No
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	Yes / No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes / No
H	MBD9: Certificate of Independent Bid Determination	Yes / No
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: "in the service of the state" means to be:
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (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; or
 - (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.
- MBD9. 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.

<u>Ref</u>	<u>Description</u>	<u>Complete or Circle Applicable</u>
------------	--------------------	--

SECTION A: GENERAL ENTERPRISE INFORMATION

1.0	Full Name of bidder or his or her representative	
1.1	ID Number of bidder or his or her representative	
1.2	Position occupied in the enterprise	
2.0	Name of enterprise:	
2.1	Tax Reference number, if any:	
2.2	VAT registration number, if any:	
2.3	CIDB registration number, if any:	
2.4	Company registration number, if applicable:	
2.5	Close corporation number, if applicable:	
2.6	eThekweni Supplier Database: Reference number (PR), if any:	
2.7	South African Revenue Service: Tax Compliance Status PIN:	
2.8	National Treasury Central Supplier Database Registration number	
2.9	Department of Labour: Registration number	
2.10	Department of Labour: Letter of Good Standing Certificate number	

3.0 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			

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

SECTION C: MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state". 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars:		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars:		
3.0	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:		
4.0	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:		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
6.0	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:		
7.0	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:		

Ref	Description	Complete or Circle Applicable
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents .	

SECTION D: 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.

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
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? 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. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017).

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name:	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

Ref	Description	Complete or Circle Applicable								
1.4	A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.									
1.5	<p>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:</p> $LC = [1 - x / y] * 100$ <p>Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.</p>									
1.6	<p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>									
2.0	Definitions									
2.1	“bid” includes written price quotations, advertised competitive bids or proposals;									
2.2	“bid price” price offered by the bidder, excluding value added tax (VAT);									
2.3	“contract” means the agreement that results from the acceptance of a bid by an organ of state;									
2.4	“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;									
2.5	“duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).									
2.6	“imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;									
2.7	“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;									
2.8	“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and									
2.9	“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.									
3.0	<p>The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold % % %	
Description of services, works or goods	Stipulated minimum threshold									
..... %									
..... %									
..... %									
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
4.1	<p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p>US Dollar: <input type="text"/> Pound Sterling: <input type="text"/> Euro: <input type="text"/> Yen: <input type="text"/> Other: <input type="text"/></p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>									
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor:</p> <p>(b) Practice number: (c) Telephone number: Cell number:</p> <p>(d) Email address:</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>									
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.									

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

IN RESPECT OF BID No:

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

• Bid price, excluding VAT (y)	R
• Imported content (x), as calculated in terms of SATS 1286:2011.....	R
• Stipulated minimum threshold for local content (paragraph 3 above)	%
• Local content %, as calculated in terms of SATS 1286:2011.....	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	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. If yes, furnish particulars:	YES	NO
2.0	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. If yes, furnish particulars:	YES	NO
3.0	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? If yes, furnish particulars:	YES	NO

4.0	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? If yes, furnish particulars:	YES	NO
5.0	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? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- take all reasonable steps to prevent such abuse;
- reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 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;
- 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 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. (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.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation);
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid;
 - bidding with the intention not to win the bid.
- 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.
- 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.
- 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.

SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Tenderers are to submit copies of signed completion certificates for all projects submitted.

[illegible]

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Contract Manager, Site Agent, Project Managers		
Foremen, Quality Control and Safety Personnel		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others:.....		
.....		

Note: CVs of key personnel may be requested during the contract period.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

[illegible]

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

STRUCTURED APPROACH, METHODOLOGY, AND QUALITY CONTROL INDICATORS AND MONITORING AND EVALUATION (M/E)

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Project Structured Approach and Methodology

The Structured approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The tenderer must attach his / her Construction Methodology and Quality Control information to this page.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

The following firms have been identified as possible subcontractors for work in this contract.

A Project Steering Committee (PSC) will be established, supported by the Local Ward Councillors for Wards (26/27), the CPG sub-contractors, will be identified, vetted and processed through the (PSC).

[illegible]

NAME :

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

PLANT and EQUIPMENT

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer **shall submit separately** the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under **Part C.3: Project Specification**. A generic plan will not be acceptable.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

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		

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
(2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: 1X-22593

Contract Title: Durban Central Beachfront - Appointment of a contractor to provide Public Space and Facility Management Services within the Durban Central Beachfront Boundary (spatially defined) for a period of (36) months

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

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

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

R..... (In words)

.....)

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

For the Tenderer:

* Name of Tenderer (organisation) :

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

* Name (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : Date :

Name(in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

C1.1.3: 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 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 **Not Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **156 Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
ECONOMIC DEVELOPMENT AND PLANNING CLUSTER : DEPUTY CITY MANAGER: ECONOMIC DEVELOPMENT AND PLANNING CLUSTER.

1.2.1.2 The address of the Employer is:
Physical: **Urban Renewal/Beach office, 892 Umgeni Road, Lion Match offices DURBAN, 4001**
Postal: **Urban Renewal Unit, P O Box 680, DURBAN, 4000**
Telephone: **031-311-4720 (t)**
Fax: **N/A (f)**
E-Mail: **natasha.govender@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **Sugan. Venketraju (Pr. Tech Eng). (Pr.CPM)**

1.2.1.2 The address of the Employer' Agent is:
Physical: **Urban Renewal/Beach office, 892 Umgeni Road, Lion Match offices DURBAN, 4001**
Postal: **Urban Renewal Unit, P O Box 680, DURBAN, 4000**
Telephone: **031 311 4728 (t)**
Fax: **N/A (f)**
E-Mail: **sugan.venketraju@durban.gov.za**

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

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- **6.3: Council approval to authorize any expenditure more than the Tender Sum plus 15% contingencies.**

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

Note:

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

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

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

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

- 5.3.3 Add the following paragraph:

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

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

- 5.8.1 The Normal **working days** are **Monday to Friday**.

(5.1.1) **DUE TO THE NATURE OF THE CENTRAL BEACHFRONT BEING A TOURIST AREA.**

The Public spaces are in use throughout the year, however there are peak and non-peak times where the Central beachfront promenade area will experience high volumes of people utilizing the public spaces outside normal working hours.

Current proposed working hours are

- **Non Peak** -Monday - Friday (7am to 3 pm)
- **Peak**-Long Weekends and Event days. A Roving team chosen and made up of main Contract team members which can rove through the entire site at peak demands and will administratively meet compliance of Dept of labor guidelines for standards of working hours. Staff can be managed with time and swapped around between peak and non-peak to suit the demand. This will not be done as extra time or overtime and will be catered for in the relevant rates. During peak seasons viz long weekends, School holidays and Festive season (December/January) and or large events held nearby which extends onto the Beachfront, the general litter collection staff to be utilized to collect litter within these spaces. **The contractor must utilize this team in a strategic and economical way to provide staffing throughout the week and include for weekends and Public**

Holidays using the existing budgeted contracting staff. During peak seasons viz long weekends, School holidays and Festive season (December/January) and or large event's which extends onto the Beachfront, the general litter collection staff to be utilized to collect litter within these spaces

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 because 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 because 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 4000**(per Day).

5.13.1.1 The Penalty for failure to comply with: Promenade maintenance and litter collection Specification, Classes A, B, C lawn Specification, Tree Maintenance Specification, Irrigation specification will result in a R500 penalty per incident 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. 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 engaged in the daywork.
- **20%** on the net cost of materials used in the completed work.

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for Labour, Plant, and Materials shall be based on **December 2021 = 100**.
- The Index for Fuel shall be based on **December 2020 = 100**.

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

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

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

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

6.10.3 Retention Money: Delete the word "selected".

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

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

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

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

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10,000,000-00**.

8.6.1.4 **Ground Support Insurance**:

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 500,000-00**
- Maximum first excess: **R 20,000-00**

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000-00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20,000-00**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R500,000-00**
- Maximum first excess: **R 10,000-00**

Insurance of Works

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER AND OR SOCIAL FACILITATOR

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.

Where appropriate and required Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a Social Facilitator 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 Social Facilitator.

Payment: The CLO AND OR SOCIAL FACILITATOR will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities. These Budget's will not be utilised as part of the CPG compliance.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

This Project makes use of a large labour intensive workforce which proposes that 120 general workers are needed for the works as described in this tender. The Contractor must ensure maximum usage of local labour from Ward 26 and 27. The contractor is further advised that the use of local Labour from wards 26 and 27 **will not form part of the CPG compliance requirements** unless specific work packages are sub-contracted entirely to CPG accredited sub-contractors e.g. Litter collection. It is a condition of contract that the contractor will be required to employ as many local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 26 and 27**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

quality of work produced.

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors in compliance with section 52(24)(1) of the SCM policy. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all foremen, artisans, and labor (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 A: Employed as Local Labor for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor				

- Category of Employment

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Employer’s Supply Chain Management Policy.

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

C1.2.3.7 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance

with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

CONTRACT NO: 1X22593

**Public Service Management contract
Beachfront and Inner City Precinct and its associated infrastructure for a period of (36) months**

SCHEDULE A : OPERATIONS AND MAINTENANCE

ETHEKWENI BUDGET

	OPM
OPM0100: SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS	
BM0200:Maintenance of Hard Landscaping: Promenade ,Sidewalks etc	
BM0300: BEACHFRONT FURNTURE	
BM0400:Maintenance of Soft Landscaping	
BM0450:Maintenance of Soft Landscaping	
BM0500:Trees	
BM0600: BEACHFRONT SHOWERS/IRRIGATION	
BM0700: PAVING AND MANHOLES	
OPM9100: DAYWORKS	
TOTAL MAINTENANCE SCHEDULE A	

CALCULATION OF TENDER SUM

CONTRACT NO: 1X22593

SUB TOTAL	R -
VAT Add 15% VAT on B	R -
TENDER SUM CARRIED TO FORM OF TENDER	R -

SIGNED ON BEHALF OF THE TENDERER:

SCHEDULE OF QUANTITIES					O AND M	
NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.						
Public Service Management contract						
Beachfront and Inner City Precinct and its associated infrastructure for a period of (36) months						
SCHEDULE A : GENERAL REQUIREMENTS AND PROVISIONS						
OPM0100: GENERAL REQUIREMENTS AND PROVISIONS						
ITEM NO	DESCRIPTION		UNIT	QUANTITY	RATE	AMOUNT
OPM0100: SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS						
OPM101	8.3.1	Contractual Requirements	sum	1		
OPM102	Provision of Standard Uniform with Approved Branding for All Staff On-Site		sum	1		
OPM103	(a)Independant Professional Consulting services and technical Oversight/Auditory services		sum	1	180 000,00	R 180 000,00
	(b)	The Contractor's overhead charges and profit in respect of above.	%			
OPM104	Community Liaison					
	(a)	Provisional sum for the cost of CLO	prov sum	1	200 000,00	200 000,00
	(b)	The Contractor's overhead charges and profit in respect of above.	%			
	(c)	Provisional sum for the cost of Social Facilitator	prov sum	1	200 000,00	200 000,00
	(d)	The Contractor's overhead charges and profit in respect of above.	%			
OPM105	SCHEDULED TIME-RELATED ITEMS					
OPM106	Provision of Beach Public space team					
8.4.3	(a)	Supervision for Duration of Construction	month	36		
8.4.4	(b)	Company and Head Office Overhead Costs for Duration of the Contract	month	36		
8.4.5	(c)	Other Time-related Obligations	month	36		
	d)	Facilities for Contractor Management staff	month	36		
	e)	Provision of Site Photogrpahy	sum	1	50 000,00	50 000,00
OPM100	TOTAL CARRIED TO SUMMARY					

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SCHEDULE OF QUANTITIES						BEACHFRONT
NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.						
Durban central Beachfront						
Maintenance of Hard and soft Landscaping						
BM0400: Maintenance of Soft Landscaping						SECTION M0400
ITEM NO	Clause	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0400		Soft landscaping all areas				
BM0401		Replacement of lawn with instant sod	m ²	5 000		
BM0402		Repairs to grassed area after events	m ²	1 500		
BM0403		Top-dressing	m ³	3 000		
BM0404		Supply and spread Potting soil	m ³	50		
BM0405		Supply and spread Compost	m ³	50		
BM0406		Increase size of Planters	PC Sum	1	50 000,00	R 50 000,00
BM0420		Lawn Areas: Class A				
BM0421	C3.1.6.1.2	Maintenance as per Scope of Works (Part C3.1) For CLASS A Lawns (25000m ²)	Per month	36		
BM0422		Application of Bark Mulching	m ³	1 000		
BM0423		Removal Broadleaf weeds and Indian finger grass in lawns. These are not to be found in seed.	m ²	30 000		
BM0430		Lawn Areas: Class B				
BM0431	C3.1.6.1.2	Maintenance as per Scope of Works (Part C3) For CLASS B Lawns (125000m ²)	Per month	36		
BM0432		Removal Broadleaf weeds and Indian finger grass in lawns. These are not to be found in seed.	m ²	30 000		
BM0440		Lawn Areas: Class C				
BM0441	C3.1.6.1.2	Maintenance as per Scope of Works (Part C3.1) For CLASS C Lawns (91000m ²)	Per month	36		
BM0442		Removal Broadleaf weeds and Indian finger grass in lawns. These are not to be found in seed.	m ²	5 000		
BM0400		TOTAL CARRIED TO SUMMARY				

SCHEDULE OF QUANTITIES						BEACHFRONT
NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.						
Durban central Beachfront						
Maintenance of Hard and soft Landscaping						
BM0450: Maintenance of Soft Landscaping						SECTION M0440
ITEM NO	Clause	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BM0450		Dune and Garden Maintenance				
BM0451	C3.1.6.1.3	Maintenance as per the Scope of Works (Part C3.1)(145 000m ²)	Per Month	36		
BM0452		Replanting	m ²	5 000		
BM0453		Application of Bark Mulching	m ³	500		
BM0454		General Fertilizing for Gardens	m ²	100 000		
BM0455		Installation/Maintenance Sacrificial Fencing				
		(a) Posts Pole CCA 2.4m x 75-100mm nc	no	500		
		(b) Shade cloth	m ²	1500		
		(c) Strain wire	m	1000		
		(d) Staples fencing 32 x 3 15mm 5kg	no	100		
		(e) Cable Tie T501 300x4.BLK	no	100		
BM0456		Replacement Parts/Materials not included above	PC Sum	1	R 250 000,00	R 250 000,00
BM0457		in respect of above.	%			
BM0460	C3.1.6.1.4	MAINTENANCE OF THE SUNKEN GARDENS				
BM0461		Annuals for Sunken Gardens	no	30000		
BM0462		Maintenance of water features				
		(a) Maintain Porpoise 16/10 Pump, fittings and sump Inspect, lubricate and clean excess material buildup affecting any mechanical operation.	36	3		
		(b) Monthly Pond clean out, jet blocked pipes removal all sand, material buildup within pond system, within pump sumps.	sum	36		
BM0463		Repairs and replacement for parts not included above	PC Sum	1	R 100 000,00	R 100 000,00
BM0463		in respect of above.	%			
BM0465		Chemical spraying /eradication of weeds within Sunken Gardens area.	m ²	10000		
BM0466		Maintenance and/or Replacement of flower pots	PC Sum	1	R 100 000,00	R 100 000,00
		in respect of above.	%			
BM0467		Penalty for failure to comply with Pond/pump maintenance	per incident	Rate only	R 500,00	
BM0458		Provision of a Municipal accredited electrician to provide electrical servicing/maintenance as and when needed when servicing pumps	hr	100		
BM0450		TOTAL CARRIED TO SUMMARY				

SCHEDULE OF QUANTITIES						BEACHFRONT
NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.						
Durban central Beachfront						
Maintenance of Hard and soft Landscaping						
BM0500: Trees						SECTION M0500
ITEM NO	Clause	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BM0500		Trees				
BM0501	C3.1.6.1.6	Maintenance per clause of C3.6.1.8 of the Scope of Works (Part C3)	Per Month	36		
BM0502	C3.1.6.1.7	Replanting / Relocating a tree on instruction.	No.	500		
BM0503	B.8.4	Removal and de-stumping of trees and with a girth of 0 - 1m and spoil to approved tip. (Rate to include all haulage)	No	30,00		
BM0504		Application of Bark Mulching	m ³	500		
BM0505		Supply and install Tree guards	no	200		
BM0510		Palm Trees				
BM0511	C3.1.6.1.8	Maintenance as per Clause C3.1.6.1.8 of the Scope of Works (Part C3.1)	Per Month	36		
BM0512		Provision for cutting and removing dead palms / stumps to spoil and replacing with a Palm of similar or approved specification on instruction	No.	300		
BM0520		Replacement of dead palms				
BM0521		Disease control of Beachfront Palms	unit	1 000		
BM0522		Large palms - wilt proof	unit	1 000		
BM0523		Small palms - wilt proof	unit	3 000		
BM0524		Repair/Replace palm guards	unit	1 000		
BM0525		Bark mulch base of palm trees	m3	300		
BM0526		Replacement of bagged palms-20l	unit	100		
BM0527		Replacement of bagged palms-40l	unit	100		
BM0500		TOTAL CARRIED TO SUMMARY				

SCHEDULE OF QUANTITIES						BEACHFRONT
NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.						
Durban central Beachfront						
Maintenance of Hard and soft Landscaping						
BM0600: BEACHFRONT SHOWERS/IRRIGATION						
ITEM NO	Clause	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BM600	C3.2	Maintenance: Beachfront irrigation				
BM601		Maintenance per clause of C3.2 of the Scope of Works (Part C3.2)	month	36		R -
BM602		Facilities for the Contractor for the duration of the	month	36		R -
BM603		Vehicle expenses / travel	month	36		R -
BM604		Communications + admin	month	36		R -
BM605		4xIrrigation Technicians..PPE/wage/UIF/Workmens	month	36		R -
BM606		Comp/busfares				
		Emergency Call out rate per hr	Hr	1	rate only	
BM610		Replacement Irrigation parts				
BM611		Sprinklers				
		(a)RAINBIRD #5000 GEAR DRIVE POP-UP	EA	20		
		(b)RAINBIRD #1804 POP-UP C/W ROTARY NOZZLE	EA	20		
BM612		SPRAYLINE PIPE & FITTINGS				
		(a)25MM #4 LDPE PIPE	M	100		
		(b)20MM #4 LDPE PIPE	M	50		
		(c)FF 1040 25MM COUPLING	EA	10		
		(d)FF1060 25MM ELBOW	EA	10		
		(e)FF 1050 25MM TEE	EA	10		
		(f)FF 1030 25MM END CAP	EA	100		
		(g)FF 1003 20MM COUPLING	EA	5		
		(h)FF 1014 20MM ELBOW	EA	5		
		(i)FF 1008 20MM TEE	EA	5		
BM612		CONTROL VALVES				
		(a)RAINBIRD 25MM MANUAL VALVE (50MM - 25MM END OF LINE)	EA	10		
		MAIN LINE				
		(a)50MM HDPE#6	M	100		
		(b)50MM COMP COUPLING	EA	10		
		(c)50MM COMP ELBOW	EA	10		
		(d)50MM COMP TEE	EA	12		
		(e)MAINS CONNECTION	EA	1		
		(f)25MM AIR VENT AND FITTINGS	EA	2		
BM613		QC VALVE & FITTINGS				
		(a)QUICK COUPLING VALVES	EA	2		
BM614		PIPE FOR QC VALVE				
		(a)32MM HDPE#6	M	100		
		(b)32MM COMP COUPLING	EA	1		
		(c)50MM X 1" COMP SADDLE	EA	10		
		(d)32MM X 1" COMP MALE ADAPTOR	EA	10		
		(e)32MM COMP END CAP	EA	10		
BM615		CONSUMABLES				
		(a)MARKER FLAGS	EA	40		
		(b)PTFE TAPE	EA	35		
		(c)VB430 VALVE BOXES	EA	2		
		(d)VB150 VALVE BOXES	EA	12		
BM616		Replacement Parts/Materials not included above in respect of above.	PC Sum %	1	R 200 000,00	R 200 000,00
BM0650	PS.M.1	Maintenance of Beachfront Showers				
BM651		Full Inspection,diagnostics,Serviceing and repairs per shower. take out supply pipe, flush system, remove mechanism, replace parts found to be faulty, clean and reassemble (Per shower)	Per Hour	1500		
BM652		Replacement Shower Parts				
		(a)Supply/install and 15mm Walcro (or similar aproved) stopcock	each	100		
		(b)Supply and install Plastic/perspex backing plate	each	300		
		(c)Supply and install shower spout (or similar aproved)	each	30		
BM653		i)Replacement Parts/Materials not covered by above in respect of above.	PC Sum %	1	R 150 000,00	R 150 000,00
BM600		TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROUTINE ROAD MAINTENANCE					BEACHFRONT
Durban central Beachfront					
Maintenance of Hard and soft Landscaping					
BM0700: PAVING AND MANHOLES					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BM0700: PROMENADE PAVING AND MANHOLES					
BM0701	Brick Sidewalk				
	a) Corobrick Clay Pavers "Burgundy" : 220 x 110x 60 mm	m ²	50		
	b) Corobrick Clay Pavers "Cedarberg" : 220 x 110x 60 mm	m ²	50		
	c) Corobrick Clay Pavers "Tuscan Blend" : 220 x 110x 60 mm	m ²	50		
	d) Corobrick Clay Pavers "Nutmeg" : 220 x 110x 60 mm	m ²	50		
	e) Corobrick Cobblestones "Natural Grey" : 110 x 110x 65 mm	m ²	300		
	f) Corobrick Coroplaza "Cottage Stone" : 200 x 150 x 60 mm	m ²	150		
	g) Cutting of clay paving blocks to suit curved concrete edges	m	500		
BM0702	Removal/Demolition of Concrete/brickwork				
B.8.9	Removal of Brickwork	m ³	10		
B.8.10	Hydraulic or Pneumatic Breakers	m ³	10		
B.8.11	Hydraulic or Pneumatic Breakers	m ³	20		
PSB.8.15	Removal of Sidewalk and Other Paved Areas				
	and dispose off site	m ²	100		
	neatly stockpile on Site	m ²	300		
	iii) Existing Concrete Paving	m ³	50		
PSB.8.16	Removal of Kerb and Haunch/Channel	m	500		
PSB.8.22	Disposing of Spoil Materials				
	i) Spoil to Bisasar Road Landfill	m ³	300		
	ii) Dispose of Material above 5.0 km Freehaul Distance	m ³ .km	1 000		
BM0703	Promenade Manhole				
	Brickwork				
	Manhole Covers and Frames	sum	1	30 000,00	R30 000,00
	Manhole Covers and Frames				
	i. Heavy duty circular 1200 Ø cast iron manhole cover and frame - Type 2A - solid	No.	10		
	ii. Heavy duty circular 1200 Ø cast iron manhole cover and frame - Type 2A - vent	No.	10		
	iii. Supply and install heavy duty cast 450 x 600 curved stormwater grating and frame (hinged).	No	5		
	iv. Polymer concrete manhole - Type 2A	No	20		
	Alterations to existing Manholes and Stormwater Inlets				
	Paving repairs around manholes	no	10		
BM0703	Clearing of blocked pipes and manholes on Promenade on instruction				
	Remove debris from pipes up to 500mm dia for the following amounts of blockages				
	i) Up to 25 % blockages	m	200		
	ii) Up to 50 % blockages	m	200		
	iii) Up to 75 % blockages	m	200		
	iv) Up to 100 % blockages	m	200		
BM0700	TOTAL CARRIED TO SUMMARY				

Public Service Management contract					O AND M			
Beachfront and Inner City Precinct and its associated infrastructure for a period of (36) months								
OPM9100: DAYWORKS								
ITEM NO	DESCRIPTION				UNIT	QUANTITY	RATE	AMOUNT
	<u>M910 : DAYWORKS SCHEDULE</u>							
M91.01	Labour during normal working hours							
	(a)	Unskilled			h	1 000		
	(b)	Semi-skilled			h	1 000		
	(c)	Skilled			h	1 000		
	(d)	Ganger			h	1 000		
	(e)	Flagmen			h	1 000		
M91.02	Labour outside normal working hours							
	(a)	Outside normal working hours and Saturdays						
	(i)	Unskilled			h	2 000		
	(ii)	Semi-skilled			h	2 000		
	(iii)	Skilled			h	2 000		
	(iv)	Ganger			h	2 000		
	(v)	Flagmen			h	2 000		
	(b)	Sundays and public holidays						
	(i)	Unskilled			h	2 000		
	(ii)	Semi-skilled			h	2 000		
	(iii)	Skilled			h	2 000		
	(iv)	Ganger			h	1 500		
	(v)	Flagmen			h	2 000		
91,03	Transport and equipment							
	(a)	Tipper Trucks						
	(i)	3 to 5 ton capacity			h	500		
	(ii)	More than 5 ton capacity			h	500		
	(b)	Compactor (Bomag BW 90)			h	100		
	(c)	Water cart (5 000 l)			h	50		
M9100	TOTAL CARRIED FORWARD							

O AND M					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M9100	AMOUNT BROUGHT FORWARD				
	(d) Mechanical broom	h	10		
	(e) Tractor-trailer combination (43 kW, 3 ton min.)	h	10		
	(f) Suitable truck/bus for transporting labourers (40 seater)	h	50		
	(g) Hydrojetting (greater than 250barless than 500bar)	h	100		
	(h) Bobcat	h	300		
	(i) Cherry Picker	h	5		
	(j) Loader (0,5m ³) eg JCB/TLB	h	300		
	(k) Loader Large (e.g. Komatsu WA200)	h	10		
	(l) Crane truck (5 t)	h	200		
	(m) Crane truck (8-10 t)	h	100		
	(n) Cutting torch with mobile electric & oxy acetylene installation	h	30		
	(o) Supply and operate a 6m ³ Mobile Compactor waste truck(Rear end loader)	h	10		
	(p) Flat bed truck (7 ton)	h	20		
	(q) Light delivery vehicle (LDV)	h	40		
	(r) Centremount cranes (20 t)	h	20		
	(s) Portable generator set	h	10		
	(t) Establishment of loader bucket (0,5m ³) to site	No	15		
M91.04	Procurement of materials				
	(a) Procurement of materials	prov sum	1	200 000,00	200 000,00
	(b) The Contractor's overhead charges and profit in respect of above.	%			
M9100	TOTAL CARRIED TO SUMMARY				

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The Public Space Management Contract referred to as the Contract will relate to the Durban Central Beachfront Promenade and open spaces (as spatially defined). This portion involves maintenance of the Durban Central Beachfront inclusive of hard and soft landscaped areas from the (Point Promenade – Point Beach) to (Blue Lagoon Park) (approximately 7km in length), including and bounded by OR Tambo Parade. In this project area, the scope of works includes general lawn/garden maintenance, irrigation systems, showers, dune maintenance, tree felling, removal of litter and windblown sand, clearing of drains as well as maintenance to paved and concrete areas. The objective of implementing such works is to ensure that the city's Beachfront area is maintained to the highest possible standards for it to function effectively as the main tourist attraction for central Durban.

C3.1.2 Description of Site and Access

The sites are in the Durban CBD (Wards 26,27) (refer to locality plan).

Durban Central Beachfront

(POINT PROMENADE/OR TAMBO/SNELL PARADE/ERSKINE ROAD/BATTERY BEACH ROAD/ATHLONE DRIVE)

The Durban beachfront is a popular recreation and tourist area. Work shall be carefully planned and phased to ensure safe pedestrian access to the beach at all times during maintenance. Appropriate demarcation and notices shall be provided to guide pedestrians around the construction areas.

Movement of vehicles, plant and equipment along the promenade and beachfront area shall be carefully controlled and kept to a minimum, as required for construction/maintenance purposes only. Points of ingress and egress shall be as advised by the Engineer. Attention shall be given to limiting the speed of plant and vehicles moving along the promenade, to ensure that public safety is not compromised at any stage.

The following list of roads within the relative Blocks/Precinct will be regarded as the site:

List of activities to be undertaken (this is not inclusive)

- (a) Litter picking from the promenade, open lawns and road reserve area
- (b) Sweeping of channels, median and other hardened areas within the road reserve
- (c) Edge definition to road edge/back of kerb line (remove edgebuild of sand/growth)
- (d) Grass cutting, raking and removing off site
- (e) Bush clearing
- (f) Removal of medium to large trees from the road reserve areas
- (g) Removal of dumped material off site
- (h) Repairs to Beach showers, fencing and associated Beach furniture

C3.1.3 Nature of Ground and Subsoil Conditions

Durban Beachfront Hard and soft landscapes.

C3.1.6 Sub projects

The Contractor will be required to submit a programme to implement sub projects identified over the duration of contract period in the financial year so as to maximise improvements to the area and within allocated budgets.

The list of programmes required for implementation will be determined by the contractor's team in consultation with Officials from respective Employer department and Line departments being supported.

C3.1.7 Key personnel

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to manage multiple programmes and sub-contractors within the Beachfront undertaken over the allocated region. Key personnel must further be able to project manage and manage quality within their zone /sector and must be able to deal with socio-economic and site-specific related conditions arising from such works. In addition; allocated site personnel must have the necessary experience to ensure collaborative solutions are determined and implemented by the Contractor in consultation with the Client.

C3.1.8 Co-operation with other services providers / Stakeholders

In undertaking the works, the appointed contractor will be required to work closely with, but not limited to:

- Ward Councillor/s and/or representative, as may be allocated to the ward/s in which work is being undertaken; the CLO and the Social Facilitator ;
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Local ward-based contractors / CPG targeted contractors/Project steering committee.
- Ward specific Business Interest Groups;
- Materials and equipment suppliers; and
- Any other affected parties as identified over the duration of this Contract .

C3.1.9 Procurement Assistance

It must be noted that, due to the nature of the works and the targeted enterprises, the Contractor may be required to assist ward-based contractors with procurement of materials, equipment hire, cash flow planning and other related matters etc.

C3.1.10 Selection of Ward Based Contractors

The Contractor may elect to invite tenders for work Task Orders from the pool of CPG contractors identified; in such instances, the Contractor shall undertake a **"mini-tender process"** so as to ensure that fair opportunity is provided to all qualifying entities.

In allocating works for sub-contracting, the following will be eligible to be considered for works:

- Companies on the Municipality's CPG database;
- Companies on the Municipality's CIP database;
- Companies on any other developmental database held by the Municipality;
- Qualifying companies identified via the Central Supplier Database

Entities that would like to be eligible for work opportunities must be registered, or register, with the City's Supplier database and on CSD in order to be considered.

C3.1.11 Non-Exclusive Appointment

The contractor must note that, whilst this contract is intended to execute Community Infrastructure

projects within the identified wards, there is no guarantee of works being allocated via this appointment.

The Employer may elect, at any time, to implement projects using other available procurement mechanisms in place to as to ensure necessary expenditure and service delivery time-frames are met.

C3.1.12 Mentorship and development

In executing the project, the Contractor will be required to provide necessary “on the job” training and supervision, to ensure the Ward Based Contractors are able to execute the necessary works and benefit through exposure to best principles in areas including, but not limited to:

- Technical implementation
- Works programming and scheduling
- Estimates, tendering and pricing

The cost of the above training shall be included in the P&G costs tendered.

C3.1.13 Quality management

The **Main contractor** shall be fully responsible for the management of **all sub-contractors** appointed. The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub-contractors is conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

C3.1.14 Inception programming and reports

It is understood there will be an “**inception period**” of which the Main contractor once appointed will during this period need to establish on site and provide the Client PM an inception report based their own inspections and subsequent determination of work packages in relation to the scope of work read in conjunction with the drawings and specifications. The report will be tabled within 30 days of physical site establishment and then is considered a” Live” Document to be updated monthly based thereof historical experience gained during the contract.

The contractor must therefore have sufficient competency to determine and implement site-based solutions using best practice principles and accepted norms and standards.

C3.1.15 Management meetings

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Programme Manager, and Contractor. Such will be held at venues provided by the Employer or Project Manager.

The Contractor shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each work package awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

C3.1.16 Payment certificates

Interim payment certificates will be submitted for each work package instructed. Such payment certificate will be subject to approval by the responsible Client Department representative and the appointed Client Project Manager. Upon confirmation of above, the Contractor will submit a consolidated invoice and payment certificate to the Client Project Manager (or Employer's representative, if so indicated), for processing. Such will be submitted on a monthly basis or at intervals as agreed upon with the Client. It must be noted that the time allowed for payment of payment certificates will only commence upon submission of the consolidated certificate. The above process may be amended by the client, dependent on operational requirement.

The contractor must ensure full reporting (i.t.o CPG beneficiaries etc.) that accompanies the fully consolidated payment certificate. The responsibility of correlating the required information and submitting to the Client representative lies with the main Contractor. Payment certificates must be submitted between the (20th-25th) of the month to be processed inclusive checks by the Clients PM.

C3.1.17 Compliance with the law

The Contractor shall ensure full compliance with all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

C3.1.18 Small or Large Variations to Scope

Where the items specified in the bill of quantities do not reasonably satisfy the requirements in the scope of works, in the opinion of the Engineer, and the decision is taken to undertake the works via the Managing Contractor Contract, the scope of works and related items will be handled as a variation or site instruction under the Contract, with rates to be reviewed by the Client Engineer/PM and approved accordingly.

Title Durban Central Beachfront - Appointment of a contractor to provide Public Space and Facility Management Services within the Durban Central Beachfront Boundary (spatially defined) for a period of (36) months

Function and broad outline of contents Public space management-Maintenance of Hard and soft landscapes

- 1 The scope of work should, in line with international best practice, wherever possible, be:
 - a) described in terms of performance rather than the design of descriptive characteristics; and
 - b) based on national or international standards, where such exist.
- 2 SANS 10403 suggests that the following topics be addressed in a scope of works:

TOPIC	COMMENTARY
Client's / employer's objectives	This Tender cover Maintenance works to further improve and enhance the beachfront and general landscaping area (Hard and soft surfaces), as well refurbishment to existing infrastructure.
Description of the services	Maintenance of Beachfront promenade, lawns, gardens and associated infrastructure
Extent of the services	Beachfront Promenade, lawns, gardens , trees public spaces to be maintained to high finishes as it is a tourist area.
Use of reasonable skill and care	Contractor to be a CIDB 5 SH or Higher
Co-operation with other services providers	N/A
Brief	State, as necessary. a) Maint works to further improve and enhance the beachfront area (Hard/Soft surfaces),as well refurbish to existing infrastructure. b) time frames for deliverables / milestone dates;(156 weeks on LOA) c) place(s) for the performance of specific tasks; (Durban central Beachfront between Blue lagoon and Point Beaches and OR Tambo parade d) reporting requirements.(On appointment to be discussed a inception meeting.
Reference data	N/A
Applicable national and international standards	SANS/SABS, eThekweni Standard specifications
Particular/Generic specifications	Specifications attached as well as included in design drawings.

TOPIC	COMMENTARY
Approvals	The Urban Renewal Unit/Beach office representative will authorize works and will obtain necessary approvals where necessary. At this stage there is no work requiring approvals.
Procurement	State requirements appropriate to the methodology and procedures that are to be followed. (See Annex A of SANS 10396) Make reference to Preference Schedules, if any. State the number, title and edition of SANS 1914 series of resource specifications applicable to the contract and all data and definitions required e.g. definitions of target groups, weighting factors, etc. (Refer to SANS 10396 for specific guidance) State the variations, if any, to the SANS 1914 resource specification.
Access to land / buildings / sites	The Durban central Beachfront bordered from Blue Lagoon to Point Beach and OR Tambo parade. The Promenade, municipal facades and open spaces. The Engineer will issue access requirements to the appointed contractor.
Planning and programming	Please provide a temporary program on tender, which outlines the relevant work based on the BOQ and drawings issued which will advise the evaluations team. Programming will be discussed at Clarification meeting and requirements will be advised to the successful bidder.
Software application for programming	N/A
Quality management	Briefly describe <ul style="list-style-type: none"> - The Contractor is required to implement a QMS which requires sign-off by the Engineer.(All works will require that the engineer sign off the installations) - The QMS File will be required on appointment as it will show the Engineer and Client how the Contractor will manage quality. -
Format of communications	Meetings will be held weekly on inception and then monthly thereafter. All correspondence will be via email. Minutes to be undertaken by Engineer. All site instructions to be issued only by Engineer. No instructions to be issued/taken from any Municipal staff member. Only the Clients Engineer will issue instructions especially where there is a cost. Contractor to maintain a site diary to be signed by Engineer weekly. Any Work deemed outside of original scope must be authorized with the Engineers approval. As soon as Contractor is aware of such scope change, this must be issued to the Engineer to advise further. Only when Engineer is satisfied then a site instruction will be issued to cover additional work. The Contractor is to advise the Engineer immediately as and when a delay or possibility of claim will be experienced. This safeguard both parties if a claim arises and needs to be adjudicated. This is only possible if all parties are aware of such claim and not after the fact. No Contractual Claim will be entertained if the Engineer is not advised timeously.
Key personnel	As Per Evaluation criteria
Management meetings	All management, Technical and site meetings will be decided on by the site team on inception.

TOPIC	COMMENTARY
Forms for contract administration	Per Tender.
Electronic payments	Once appointed Contractor details will be registered in the Municipal JDE Payment system.
Daily records	Contractor to maintain a site diary, to contain all aspects of the relevant work especially weather etc.
Professional indemnity insurances	Once appointed Contractor details will be registered in the Municipal JDE Payment system. Contractor to issue a measurement schedule based on the BOQ and approved instructions to be included in the final monthly invoice.
Payment certificates	The Site camp and lay down area is behind the Jewish club corner of Playfair and Molyneux road.
Use of documents by the employer	GCC 2015 ,COLTO-Relevant applicable CIDB to be dealt with on case by case scenario.
Property provided for the Consultant's use	
Proof of compliance with the law	Provide data sheets, completed returnable schedules, pro forma documents, specifications, drawings, sketches etc. which are referred to in this document.
ANNEXES	These Tender covers Maintenance works to further improve and enhance the beachfront area (Hard/Soft surfaces), as well refurbish to existing infrastructure.
List by title	Ongoing Maintenance of Beachfront promenade and associated infrastructure

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

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

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

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

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

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

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

- (1) **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 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

"Road signs and markings shall comply with the requirements of **"The South African Road Traffic Signs Manual - Volume 2: Roadworks Signing"**.

PS.1.3.2 Basic Requirements

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

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian movement

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

PS.1.3.6 Temporary Reinstatement

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

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

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

PS.2.1 Existing Services

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

PS.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 topsoiled until all work on the services has been completed.

Services affected by the contract are described as follows:

- PS.4: Watermains;
- PS.5: Sewers;
- PS.6: Stormwater;
- PS.7: Electrical Cables / Lighting;
- PS.8: Telkom / Neotel;
- PS.9: CCTV;

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

PS.2.4 Accommodation of Services

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

PS.5 STORMWATER

PS.5.1 Blockage Stormwater Sewers

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:
It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the 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 **Part C3.4: Particular Specifications**.

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SITE SECURITY

The Project site is a large area, and the Client has provided security within the beachfront. No SITE SPECIFIC Security is required, however The Contractor shall, for the duration of the contract, ensure sufficient security is in place for the safety and protection of the works where deemed necessary, 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.

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

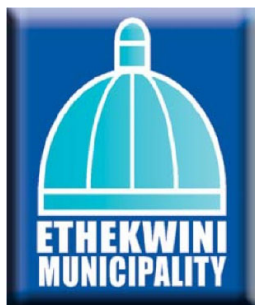
The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported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

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

The following KPIs will be applicable to this contract:

- (a) Implementation of a Beachfront Maintenance Management plan
- (b) Site Management system with Municipal line department

C3.3: STANDARD SPECIFICATIONS



ETHEKWINI MUNICIPALITY URBAN RENEWAL UNIT CONTRACT NO: 1X-22593

DURBAN CENTRAL BEACHFRONT: MAINTENANCE OF HARD AND SOFT LANDSCAPING

***(ATHLONE DRIVE/OR TAMBO PARADE/SNELL PARADE/
ERSKINE TERRACE/BELL STREET/POINT PROMENADE)***

C3.1: STANDARD SPECIFICATIONS

	Topic	Commentary
C3.1.1	Employer's Objectives	The Employer's objective is to achieve a high level of maintenance of both hard and soft landscaped areas within the upgraded Durban Beachfront area.
C3.1.2	Overview of the Works	<p>The Hard-Landscaped areas refer to all areas that are Paved, Asphalted or Concreted while the Soft Landscaped areas refer to all Lawns, Rehabilitated Dunes, Gardens, Trees and Palm Trees.</p> <p>The Maintenance Works referred to under this Contract will involve the following;</p> <ul style="list-style-type: none"> ➤ The cutting, fertilizing, replanting of damaged grass, watering, weeding, spiking, top-dressing and removal of all litter from lawns. ➤ Trimming, replanting, composting, watering, weeding and removal of all litter from rehabilitated dunes and gardens. ➤ Watering, weeding, fertilizing, staking and removing litter from all tree basins. ➤ Watering, weeding, composting, and removing of dead leaves from Coconut Palm Trees. ➤ Removing dead Coconut Palm Trees and Translocating the approved replacement palm. ➤ Sweeping, treating for weeds & ants, collecting, and removing all litter from the following Hard Landscaped areas including OR Tambo road/Snell parade/Erskine terrace between Bell street (Ushaka) and Lagoon drive (Blue Lagoon) ➤ Lower marine parade Promenade and all designated paved areas, roads, sidewalks within the site between Blue Lagoon and Point beach - Umgeni River south bank and Water Features. - Sunken Gardens - Blue Lagoon Model Yacht area - All water features within the contractual site ➤ Supplying and maintaining all irrigation equipment inclusive of water features. ➤ Maintenance and/or replacement of promenade furniture when required. ➤ Maintenance of Paving within the contractual site. ➤ Minor Concrete repairs when required. ➤ Maintenance of Boardwalks, sand drift fencing and or installation of Bonnox fencing when required.
C3.1.3	Extent of the Works	See Contract Drawings

C3.1.4	Location of the Works	The site is the Durban Central Beachfront bounded by Blue Lagoon Park in the north and uShaka Marine World/Point Promenade in the south, including the adjacent OR Tambo parade and adjoining roads.
C3.1.5	Temporary Works	The contractor shall provide the necessary works, including temporary crossings (especially in areas where the promenade has already been completed), hard standing and services, etc. required for his own staff and Sub-contractors during the contract period.
C3.1.6	Landscaping	
C3.1.6.1	Design and activity matrix	<p>Activity Responsibilities:</p> <p>Concept, feasibility and overall process Employer</p> <p>Basic landscaping plant lists and detail layouts Employer</p> <p>Final design approval prior to implementation..... Employer</p> <p>Temporary works Contractor</p> <p>Preparation of as built drawings Contractor</p> <p>All drawings are to be kept at the Principal Agents offices</p>
C3.1.6.2	Independent Professional Consultant	The Contract makes provision per season for an audit and overall assessment of the Contractor Maintenance and activities. The accredited Professional Landscaping Consultant will be sourced via a 3 quote system and will be a supplier registered on the Municipal Database of professional Landscaping Consultants.
C3.1.6.3	Design brief	N/A
C3.1.6.4	Drawings	N/A
C3.1.6.7	Design procedures	The contractor is to provide all drawings for temporary works, as built drawings, etc., to the principal agent for approval within 7 (seven) working days prior to application of those drawings.
C3.1.3	Procurement	
C3.1.3.1	Preferential Procurement Procedures	The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preference Schedule forming part of these tender documents.
C3.1.4	Implementation	
C3.4.1	Applicable SANS standards	N/A
C3.1.4.2	Applicable national and international standards	N/A
C3.1.4.3	Particular / generic specifications	Refer to the Technical Specification Annexed to the Bills of Quantities.
C3.1.4.4	Recognized bodies	The following are <u>not</u> condition of tender but provides an insight into the tenderers experience and professional expertise as it relates to relevant industry's minimum standard.

SOUTH AFRICAN LANDSCAPING INSTITUTE <http://www.sali.co.za/> and the **LANDSCAPE IRRIGATION ASSOCIATION OF SOUTH AFRICA.** <http://www.liasa.co.za/> and **South African Facilities Management Association** <https://www.safma.co.za/>

C3.1.4.5	Plant material supplied by the employer	All plant material will be provided by the Employer where applicable.
C3.1.4.6	Materials and samples	<p>The requirements for proof of compliance with materials specifications, samples and drawings are:</p> <ul style="list-style-type: none"> ➤ Material specifications: Where required by the Client or delegated Representative, the Contractor shall provide copies of certificates, or other reasonable evidence, to the satisfaction of the Client or delegated Representative that the materials do comply. ➤ Samples: The contractor shall provide samples of materials and specimens of finishes as called for by the Client or delegated Representative for his/her approval. <p>The Client or delegated Representative approval shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities or relieve the Contractor from compliance with the specification.</p>
C3.1.4.7	Known services	The contractor will be provided with a drawing showing known services.
C3.1.4.8	Treatment of existing services	The contractor is to refer to the Client or delegated Representative
C3.1.4.9	Damage to services	<p>The contractor is to ensure sufficient protection to existing services. Should there be services damaged while on site, the contractor is to report immediately to the principal agent. Any repair work and investigation necessary to repair shall be at the contractor's costs.</p> <p>Damage to the works</p> <p>Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>Injury to Persons or loss of or damage to Properties</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the</p>

employer is legally liable

The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.

The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**.

High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the Client or delegated Representative the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body

or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as per the agreement Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within Seven (7) **calendar days** of the receipt of **the letter of appointment** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in agreement.

Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

C3.1.4.10 **Reinstatement of services and structures damaged during construction** The contractor shall at his own cost execute repair work and conduct investigation necessary to repair for any damages done on existing work.

C3.1.4.11 **Services and facilities provided by the Employer** The services and facilities to be provided by the Employer are:

1. Location:
The Contractor shall agree the location of all temporary services with the Engineer or Engineers Representative before installation and on completion remove the same and make good.
2. Water
The Employer does not warrant that any water supply that may exist is adequate for the proper execution of the Works. Water for the Works shall be provided by:
Water **Option B**
3. Electricity:
The Employer does not warrant that any electricity supply that may exist is adequate for the proper execution of the Works. Where such supply is inadequate, the Contractor shall provide an adequate supply at his own cost. Electricity for the Works shall be provided by:
Electricity **Option A**

Water	Option A	The Contractor including necessary temporary plumbing
	Option B	The Employer free of charge to the Contractor who shall connect to the existing water supply at approved points and executes any necessary temporary plumbing.
	Option C	The Employer to the Contractor who shall make connections to the existing water supply at approved points, supply and install meters and execute any necessary temporary work. The Employer shall meter the consumption for which the contractor shall be responsible.
Electricity	Option A	The Contractor including necessary temporary installation work.
	Option	The Employer free of charge to the Contractor who

	B	shall connect to the existing electricity supply at approved points and executes the necessary temporary installation.
	Option C	The Employer to the Contractor who shall make connections to the existing electricity supply at approved points, supply and install meters and execute necessary temporary work. The Employer shall meter the consumption for which the Contractor shall be responsible.

C3.1.4.12 Other facilities and services

Temporary facilities necessary for providing the works which are not provided by the Employer include:

- Telecommunication facilities: The contractor shall provide a telephone facility on site at all times.
- Ablution facilities: The contractor shall provide adequate ablution facilities for the use of all personnel engaged on the works and shall maintain such facilities in a clean and tidy condition.
- Security: The contractor shall take all appropriate measures for general security of the works
- First Aid: The contractor shall provide and maintain all first-aid facilities required by law

The following specific requirements must be provided by the contractor for the Employer's Agents (any reference to trade names will be deemed to be other equal approved).

C3.1.4.13 Storage facilities

The contractor is to provide adequate storage on site for materials and for tools separately.

Upon the Clients discretion if the "Jewish Club" area is to be used as a storage area the following stipulations apply:

- A signboard may be erected by the Contractor. The Contractor will be required to have company branded signboard at the Jewish Club storage site if used.
- The lawn areas are to be brush cut once a week Sept - April and twice a month from May - August
- It is the responsibility of the contractor to ensure no vagrants/undesirables take up residence within this area.
- The site gates and fencing is to be maintained such that all stored material is secured at all times.
- At the discretion of the Client penalties may be incurred for non-compliance.

C3.1.4.14 Other facilities and services

N/A

C3.1.4.15 Vehicles and equipment

The contractor is to provide all vehicles and equipment necessary for completion of the landscaping works.

C3.1.4.16 Advertising/ Media rights

The contractor not be allowed to advertise these works during the contract period and will not engage any Print or Digital media regarding the project and associated work on behalf of the City without approval. No engagement of media of any kind is allowed without the approval of the Client.

C3.1.4.17 Notice boards

N/A.

C3.1.4.18 Site usage

The contractor is responsible for keeping the site clean. The contractor is to ensure that there is adequate signage and that the health and safety regulations

are followed.

C3.1.4.19	Permits and way leaves	All vehicles entering the promenade will need to be adequately branded and must be in possession of an access permit from the Employer which will be registration-specific. The Contractor is to limit the egress of vehicular traffic onto the promenade to specific works only.
C3.1.4.20	Alterations, additions, extensions and modifications to existing works	The contractor shall provide adequate temporary works where landscaping work is being undertaken.
C3.1.4.21	Inspection of adjoining properties	The contractor's work site will be located in close proximity to the work sites of other contractors. Due care is to be taken when accessing the work site.
C3.1.4.22	Survey control and setting out of the works	The contractor shall take responsibility for any survey work and setting out for landscaping works.
C3.1.5	Management	
C3.1.5.1	Applicable SANS 1921 standards	<p>The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:</p> <ol style="list-style-type: none"> 1) SANS 1921-1:2004: General Engineering and construction works 2) SANS 1921-6:2004: HIV / Aids awareness <p>The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.</p> <p>Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.</p> <p>The associated Specification Data is as follows:</p> <p>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works:</p> <p>Claus Specification data e No.</p> <p>Essential Data:</p> <ol style="list-style-type: none"> 4.1.7 There are no specific requirements for drawings, information and calculations for which the contractor is responsible. 4.2.2 The Employer/Implementing Agent (Urban Renewal Unit) and the EThekiwini Parks and Recreation department will oversee the Day to day running and adherence of Contract specification and reserves the right to employ a Professional Landscape Consultant should the need arise. 4.3.1 The planning, programme and method statements are to comply with the following: <ol style="list-style-type: none"> 1) The Contractor shall prepare, and be responsible for, a programme for the works in enough detail as to diagrammatically represent the units of work to enable the Client to assess the progress of the works. 2) The programme shall indicate the dates for commencement, execution, interim completion and practical completion.

- 3) The Contractor shall implement and modify the programme should any significant deviations take place. The Contractor shall provide copies of the programme and it's supporting documents with all updates for the Project Manager.
- 4.3.2 There will be regular weekly inspections by the Client and Consulting team.
- 4.3.3 The trees and shrubs which are not to be disturbed are identified in the scope of work or indicated in the field.
- 4.3.4 The samples of workmanship that the contractor is to produce and deliver to the employer will be determined on commencement. These samples will be used as a standard to assess and approve acceptable quality of work. The Works will only be accepted once these samples are approved by the Client and their representative, as they will serve as the standard for the rest of the works.

C3.1.6 LANDSCAPE MAINTENANCE REQUIREMENTS

The Contractor is advised to take cognisance that Beachfront area is an environmentally harsh zone with heavy salt laden winds and tidal surges. The immediate vicinity also endures large crowds of people and in some instances vehicular traffic. The Contractor is to take these precautions under advisement and include for these factors when pricing this document.

C3.1.6.1 SOFT LANDSCAPING

C3.1.6.1.1 General

Maintenance shall mean the supply of all labour and maintenance plant necessary for the following: replacing of plants that have died, weed control, additional planting of grass, spreading of fertilizers and working in of compost, irrigation and to produce vigorous growth in all plants and lawns areas, to keep the terrain in a neat and acceptable state which is free from litter.

C3.1.6.1.1.1 Beachfront Staff Breakdown: Minimum staffing/Management requirement

This Project makes use of a large labor intensive workforce. All General workers will be paid the Prevailing National Government tariff rates for general workers and this will be accommodated in the Contractors rates for any of the rated items that the Main Contractor will utilize them on or unless sub-contractor to the CPG portion of works. Note National government escalations on Labor will be catered within the CPI being applied of this contract. The Contractor must ensure maximum use of local labor from Ward 26 and 27 and will be supported in obtaining labor by the CLO and Ward councilors.

Due to historical maintenance experience, the Contractor is advised that the following are the minimum requirements in terms of staffing for this contract to manage the demands of the central beachfront inclusive of the (Promenade, Dunes, Open Spaces, and Road Verges). All staff wages are to follow prevailing labor law practice and government regulations. This requirement will be priced into a monthly rate accordingly. Staff schedules will be required during the contract period to verify staff numbers on the ground. If any of the areas are not adequately staffed the contractor will incur penalties.

The Contractor is further advised that the use of local Labor from Ward 26 and 27 to be utilized within the Main Contractors workforce will not form part of the CPG compliance requirements of this Contract in any way.

Proposed Management: (To be determined by Contractor)

- 1 x Area Manager (1-ton bakkie)
- 2 x Junior Manager (1x North / 1x South)
- 1x qualified horticulturist for Sunken gardens
- 2 x Drivers (1 x North / 1 x South) (2 x Hyundai 1.5 ton or equivalent) need two for efficiency

Lawns: (To be determined by Contractor)

1 x Ride on Mower and an operator
3 x Brush cutters and 2x mechanical edges - 3 operators
2 x Push Mowers and 2 operators
1x Spike roller
8 x weeding and lawn rehabilitation

Palms and Trees: (To be determined by Contractor)

10x staff
1x pesticide sprayer

Irrigation:

See Irrigation specification

Dunes and Gardens:

30 x staff

Hard surfaces and litter

50 x staff
1x sprayer for weeds
1x High pressure cleaner
1x electric sweeper (as required) to remove wind-blown sand
Sweeping/draining stagnant water collection patches along the entire length of promenade
Brushing of algae settled at water retaining patches along the entire length of promenade

Sunken Gardens

4x gardeners

TOTAL 120 STAFF

C3.1.6.1.2 Lawns

LAWN MAINTENANCE CLASSIFICATION

The Contractors attention is drawn to the fact that there will be 3 distinct lawn classes namely:

Class A, (High Focus zone), B (Medium Focus Zone) and C (Light Focus Zone)

The following types of lawn maintenance need to be applied where indicated in the various zones.

CLASS A

Moyo's-uShaka, Sun coast Casino on beach, Snake Park to Circus strip adjacent to Mini Town, North Beach parking area, Marine surf, Sunken Garden lawns. Point promenade new areas.

CLASS B

Blue lagoon, Jet Ski, Laguna, Country Club 1& 2, Sunkist, Suncoast promenade to underpass, Snake park, Bay lawns, South beach lawns, Addington lawns, Umgeni Riverbank

CLASS C

Road islands, Pavilion site, Coconut grove, Yacht pond, Moses Mabhida, Natal Command roadway

Class A lawn requirements:

Class A lawns are challenging to maintain and will require a high volume of resources to keep to a high standard. They are high visibility and high traffic, public areas of both irrigated and non-irrigated lawns.

They require the following treatment:

- Cut and edging. (Initial Sample as determined by the Project Manager)
- A pre-fertilising six weekly spike rolling of ALL lawns and at intervals (during high traffic periods) as stipulated
- Fertilise at 30grams per square metre of 2:3:2 (22) + Zn and every 6 weeks from September to end of March (as required for optimum maintenance i.e. a yellow lawn is not acceptable (penalties will be occurred for yellow lawns) and during the months of April - August the lawns will be fertilised every 8 weeks. Delivery slips of fertilizer are to be attached to monthly report.
- Spring Treatment
In September each year this treatment is to be preceded by a severe cutting of the lawn grass using a verticutter machine followed by a tining process using a 120mm long solid tine machine. Once the excess has been removed then apply the fertiliser and Dolomitic Lime at the specified rate.
- Bark mulch to be always replaced in heavily worn areas . Under no circumstance can open or worn soil be exposed to the public.
- Under no circumstances are worn or exposed patches of lawn allowed to persist, the contractor is expected to repair worn patches by: providing high visibility and professional balustrade, spiking, topdressing, fertilizing, planting sprigs or runners and watering damaged areas so that they are nursed back to good health.
- Because of the high traffic and damage to these lawns, Indian finger grass is a problem. Under no circumstance will Indian finger grass be permitted in Class A lawns. Upon hand over of the site, the contractor will have 3 months to eradicate any population of Indian finger grass in class A lawns, it is the responsibility of the contractor to assess this prior to tendering and budget accordingly.
- Summer Treatment lawns solid tine using a 120mm solid tine machine in January to December to un-compact the holiday traffic
- Once a year in Spring apply 100grams Dolomitic Lime
- No broad leaf weeds will be tolerated in the lawn areas. It is imperative that the lawns are sprayed with broadleaf herbicide to control such populations. Payment penalties will be incurred if instruction to remove broadleaf weeds is not completed within 10 working days of instruction and if also broadleaf weeds are found to be in flower.

Class B lawns requirements:

- Cut and edging once a week in summer and every two weeks in winter.
- Fertilise at 30grams per square metre of 2:3:2 (22) + Zn every 8 weeks throughout the year. BOQ to stipulate quantities. Delivery slips of fertilizer are to be attached to monthly report.
- Bark mulch to be replaced in heavily worn areas, as deemed by the Project Manager.
- Spring Treatment - In September each year this treatment is to be preceded by a severe cutting of the lawn grass using a verticutter machine followed by a tining process using a 120mm long solid tine machine. Once the excess has been removed then apply the fertiliser and Dolomitic Lime at the specified rate.
- Summer Treatment of lawns using a 120mm solid tine machine in January to decompact the holiday traffic.
- Once a year in Spring apply 100grams Dolomitic Lime per square metre
- No broad leaf weeds are to be noted in the lawn areas. It is imperative that the lawns are sprayed with broadleaf herbicide to control such populations. Payment penalties will be incurred if instruction

to remove broadleaf weeds is not completed within 10 working days of instruction and if also broadleaf weeds are found to be in flower.

Class C lawns requirements:

- Fertilise at 30grams per square metre of 2:3:2 (22) + Zn every 12 weeks throughout the year. BOQ to stipulate quantities.
- A spring treatment of lawns using a 120mm solid tine machine in September
- Broadleaf weeds and Indian finger grass in lawns are not to be found in seed – penalties are to be incurred if these species are found in seed.
- Grass and edging to be cut every two weeks in Summer (October – March) & every 3 weeks in winter (April – September)

Cutting, Fertilising, Replanting of Grass, Watering, Weeding, Spiking, Top-Dressing to the extent required for green, weed-free and litter-free lawns.

Cutting

Lawns need to be maintained to about 40-50mm long (once a week in summer and every two weeks in winter) with a rotary or reel mower (a reel mower must be used in the Sunken Gardens area) – not a brush cutter with nylon cutting line.

All edges of lawns bordering paving, foot paths, structures, kerbing, steps, poles and fencing, planted areas, etc. shall be trimmed neatly with edging shears, edge cutters or a motorised edge cutter. Any damage to trees, aloes etc. will invoke penalties.

Fertilise

Class A lawns for both irrigated and non-irrigated lawns A pre-fertilising six weekly spike rolling of ALL lawns and at intervals (during high traffic periods) as stipulated by the Project Manager.

Fertilise at 30grams per square metre of 2:3:2 (22) + Zn and every 6 weeks from September to end of March (as required for optimum maintenance i.e. a yellow lawn is not acceptable and during the months of April - August the lawns will be fertilised every 8 weeks.

Bark mulch to be replaced in heavily worn areas, where necessary.

Class B lawns fertilise at 30grams per square metre of 2:3:2 (22) + Zn every 8 weeks throughout the year. Bark mulch to be replaced in heavily worn areas, where necessary.

Spring Treatment for **Class A and B** lawns

In September each year this treatment is to be preceded by a severe cutting of the lawn grass using a verticutter machine followed by a tining process using a 120mm long solid tine machine. Once the excess has been removed then apply the fertiliser and Dolomitic Lime at the specified rate.

Summer Treatment Class A lawns solid tine using a 120mm solid tine machine in January to de-compact the holiday traffic.

Once a year in Spring apply 100grams Dolomitic Lime per square metre

Watering

The Contractor shall ensure that all planted areas are kept damp enough to stop wilting of areas planted with lawn, trees, shrubs, creepers and groundcovers – these areas shall be kept moist to a depth of 100mm. Penalties will be incurred for lawn die off or browning due to horticultural negligence.

Replanting Of Grass - Dead or bare patches to be replanted.

Grass Runners

On level ground the grass runners shall be planted in rows 75mm apart and 50mm deep with roots laid in continuous rows. Runners of the following species may be used. *Cynodon dactylon* and *Paspalum distichum* or *Paspalum vaginatum* may be completely covered with a layer of soil not more than 10mm deep. Grass runners of the species *Stenotaphrum secundatum* and *Dactyloctenium australe*, where specified, shall

be planted so that the leaves are visible above the ground.

Grass Plugs

Grass planted by means of plugs shall be planted in rows at a density of 25 / m².

Lawn Dressing (if state of lawn requires it)

Material for top dressing shall be in the form of well-rotted organic matter and/or coarse river sand plus a specified rate of fertilizer. Grass shall first be mowed and all cuttings removed before top dressing is applied. Top dressing shall be applied in layers not more than 20mm thick and shall be tidied up with a drag mat and rakes and finally tested for levelness with a straightedge. No humps or hollows shall be apparent when completed.

No topsoil should be brought in for any purpose on the beachfront. Generous applications of good quality compost should be used instead.

C3.1.6.1.3 Dune Rehabilitation and Garden Maintenance

General

Trimming, Replanting, Composting, Mulching, Watering and Weeding to the extent required for a neat, weed-free and litter-free environment.

Dune Rehabilitation

The overall plan on the beachfront is to maintain the rehabilitated primary and secondary dunes with natural dune plants, This protects the existing dune bush and manages sand drift, It also provides a visually attractive, ecologically balanced, naturally landscaped area.

Repair /replacement of Dune Fences (as required and subject to Engineer approval)

Method

Constantly keep any open sandy areas planted, using cuttings from existing material.

Allowance must be made to purchase additional plant material as required from time to time to replace dead or dying plants.

Remove windblown sand from the beach access paths and from the promenade.

Maintain the dune profile to control wind-blown sand preventing it from building up on the promenade and lawns.

Repair sacrificial fences (shade cloth and wire).

Keep all plants disease free.

There must be a continuous pest control treatment for snout beetle, Aloe Rust and Aloe Scale on all aloes on the Beachfront.

Remove unwanted grass (on instruction only)

Replenish bark at beach entrances as necessary.

Keep dune vegetation trimmed when it grows over the sand drift fence onto the promenade.

The Dune sacrificial fence shall be kept free of windblown sand that builds up over time. The beach sand is to be removed and pushed away from the dune toward the shore. This will be done weekly or monthly depending on the wind prevailing conditions as well as the application overall.

No damage costs to the sacrificial fencing will be entertained, as a result of mechanical plant damage and lack of maintenance

Roof gardens

These require particular attention and a replacement plant budget.

Watering

The Contractor shall ensure that all planted areas are kept damp enough to stop wilting of areas planted with lawn, trees, shrubs, creepers and groundcovers – these areas shall be kept moist to a depth of 100mm.

Plant Palette

		p/20 m ²	
Species	Bag size	plants	

Aloe thraskii	5l	4	
Asystasia gangetica (dune var.)	3l	50	
Barleria obtusa (dune variety)	3l	50	
Carissa macrocarpa	5l	15	
Chrysanthemoides monilifera	5 l	15	
Ficus burtt-davyi	5l	6	
Helichrysum cymosum	plug	30	
Scutia myrtina	3l	9	
Solanum geniculatum	3l	50	
Tragia glabrata	plug	30	
Canavalia rosea	plug	30	
Carpobrotus dimidiatus	plug	60	
Gazania rigens green and grey leaf	plug	60	
Ipomoea pes-caprae	plug	60	
Dimorphotheca fruticosa)	plug	30	

Specialist plant palette for additional plant diversity as instructed and in conjunction with the Bill of Quantities.

Plant and Materials

Minimum Preparation Standards

Set out below are the minimum specifications that will be accepted whenever planting or replanting takes place:

Soil Improvement and Fertilizing

Loss through Wind and Weather

Fertilizers shall be worked into the soil within 12 hours of application to prevent loss through wind or flooding.

Time of Application - soluble Fertilizers

Soluble fertilizers such as nitrates and also artificial mixtures shall only be used on growing plants if the leaves are dry. Fertilizer shall immediately after application, be washed off the leaves.

Soluble fertilizer shall be applied after irrigation and shall then be washed into soil with light watering.

Organic material shall be applied on areas to be planted according to prescribed quantities. Organic material shall be worked in immediately after application to a minimum depth of 100mm. Precautions shall be taken against having too much organic material retained on the surface.

C3.1.6.1.4 Minimum Planting Standards

Import & Spread of Top Soil

NO TOPSOIL should be brought in for any purpose on the beachfront. Generous applications of good quality compost should be used instead.

Soil Wetter

Terrasorb/Saturaid soil wetter to be incorporated at the following rates as planting proceeds:

- Trees/Palms: 10 grams per 10 litre plant container
- Shrubs: 10 grams per 10mm of root ball.
- Plant to be placed in excavated hole.

The required quantity is to be mixed with the topsoil mix/backfill material. The hole is to be backfilled to only half with this mix.

The balance of the hole is then to be backfilled with topsoil/backfill material only.

The soil wetter should never be placed at the bottom of the planting holes as it will act as a barrier, preventing drainage and causing rot.

Refill the hole to a level that would bring the soil level in the plant container level with the surface of the ground when the plant is placed into the hole.

Irrigation

The contractor shall ensure that all planted areas are kept damp enough to stop wilting of lawn, trees, shrubs, creepers and groundcovers and shall be kept moist to a depth of 100mm provided water is available. It is the responsibility of the contractor to advise the project manager if there are water supply issues on site before the plants dry out and wilt.

Planting of Plants from a Container

Remove the plant from the container without loosening soil from round the roots. Remove all stones or ash from the roots that were in the bottom of the container. Loosen the bottom 50mm of root spreading the roots outwards to break this circle of roots and place the plant and its root ball in the hole. Press the soil down firmly around the plant roots and water by filling the well to the brim. For the first watering the water must be puddled so that all air is driven out from between the soil particles thus allowing capillary action of water, soil and roots to be reconnected.

Plants from Open Ground

Where transplanting on site is from open ground the plants shall be layered in soil immediately they are brought on site and shall be kept moist until planted. Care shall be taken to ensure that roots are spread and not broken or bent in planting. Root tips shall be cut back with a sharp instrument.

Watering of Plants

All plants shall be planted in moist soil and well-watered within the hour.

Tamp Soil Down

Soil around the plant shall be well tamped down and a basin created around the base of all shrubs and trees to facilitate watering. The area should be raked neatly.

Roots in a Natural Position

Roots shall be well spread and damaged roots shall be cut off. Roots shall not be folded or nipped.

Herbaceous Plants & Groundcovers

Planted areas are to be watered regularly to promote optimum growth.

Beds are to be weeded whenever necessary or on instruction from the Project Manager.

There is to be no turning of soil in beds except when re-planting. Then soil will be dug over to a depth of 150mm.

Pine bark mulch to be applied once a year. The mulch will help contain the weeds and conserve water.

A granular fertilizer 2:3:2(22) + Zn at a rate of 60g/sq. metre is to be applied in September November and January.

C3.1.6.1.4 Italian/Sunken Gardens

These gardens require a high level of finish. Allowance for purchasing annual plants and for constant replacement and upgrading of flowerbeds to meet this requirement. Water feature plants require particular attention.

Allowance for purchasing annual plants and for constant replacement and upgrading of flowerbeds to meet this requirement.

Water feature's and plants require particular attention. The pumps are to be serviced and checked

periodically. The ponds are to also be cleaned and flushed out during the maintenance period.

Due to the Sunken Gardens being in the public eye and is heavily trafficked, Penalties will be incurred if the sunken garden annual plantings are not synchronised within the preordained schedule stipulated by the Client and agreed upon in writing by the Contractor. This includes maintenance of the ponds and pumps.

C3.1.6.1.5 Roof gardens

These require particular attention and Maintained as herbaceous beds. Soil must be the back of beach sand with 50% compost by volume of sand used. Proportions are 1:1 for best results. Soil depth = 100mm at its deepest.

Plants are:

Gazania rigens
Asparagus densiflorus
Carpobrotus dimidiatus
Aloe arborescens
Aloe thraskii
Aloe maculata
Aptenia cordifolia
Canavalia rosea
Ipomoea pes-caprae
Asparagus densiflorus
Delosperma rogersii
Delosperma linearifolia
Kleinia fulgens
Albuca nelsonii
Senecio barbertonicus
Kalanchoe rotundifolia
Kalanchoe thyrsiflora
Crassula ovata
Crassula sarmentosa
Othonna carnosa the beachfront form in use now.

All plants to be supplied as seedlings in one litre packets or plugs no larger sized plants to be used.

Safe walk on access to the roof during all stages of construction and post construction with water points threaded 19mm brass tap or a quick coupling connection at either end of each roof top garden, depending on size of each roof, are mandatory.

Watering

The Contractor shall ensure that all planted areas are kept damp enough to stop wilting of areas planted with lawn, trees, shrubs, creepers and groundcovers – these areas shall be kept moist to a depth of 100mm.

C3.1.6.1.6 Trees

Trees to be watered once a week. Tree basins are to be kept weeded and litter free. Where mulch has been placed at the base of the trees ensure that water pressure does not displace the mulch. If so, the maintenance company will be responsible for replacing it. Mulch to be topped up once a year or at the Clients request.

Tree stakes and ties are to be checked regularly and adjusted and/or removed when they are no longer required. Wind protection barriers to be kept in good condition.

Trees will be fertilised in January, April, July and October of each year with a granular fertilizer 2:3:2 (22) + Zn at the rate of 60gm/m² and 100grams per tree of Dolomitic Lime, spread around the drip line for the first 2 years after planting then leave alone. Use 200 gm of superphosphate per tree in dam/drip area in August.

Normal tree maintenance procedures are to be followed using recommended sealants on wounds

whenever pruning is undertaken. The contractor should budget all trees are to be checked and pruned as necessary twice a year or as directed by the Project Manager. All cut material is to be removed immediately. Where stumps are removed the area is to be levelled and made good. The Contractor must report any dying or dangerous trees to the Project Manager who will inspect them so that remedial action can be taken. Any shoots or coppicing that occurs as a result of pruning or felling will be removed.

The Contractor in liaison with the Client or delegated representative will ensure that the young trees are maintained to a good form and shape. Under no circumstances will any tree or part of a tree be removed without the permission of the Client.

It is a requirement that the Contractor make allowance for the pruning and removal of dead branches on a monthly or as required. No Claims will be entertained from the Contractor or from general public regarding falling branches or trees, as this will be a monthly maintenance task as part of the Contractors operation.

C3.1.6.1.7 TREE PLANTNG

C3.1.6.1.7.1 Hole Preparation

A square hole of at least double the size of the plant root ball or container is to be prepared.

Soil to be removed in layers so that topsoil and sub-soil can be separated. **(In the sandy Berea Red and Beach sand soils at the Beachfront subsoil separation is not an issue.)**

The soil removed from the hole is to be thoroughly mixed with the necessary soil additives as follows:

- 40 litre container - 4 spadefuls of well rotted compost/organic matter is to be used.
- 20 litre container - 2 spadefuls of compost
- 10 litre container - 2 spadefuls of compost
- 5 & 3 litre containers - 1 spadeful of compost per plant
- One litre container or a rooted cutting as a "plug" - a spadeful per plug is to be incorporated to a depth of 150mm in the soil.
- Well-rotted compost (decomposed leaf litter and pinepark base) and 250g Superphosphate (10, 5%) to be thoroughly mixed into the soil taken out of the hole.

C3.1.6.1.7.2 Planting Methodology

- Refill the hole to a level that would bring the soil level in the plant container level with the surface of the ground when the plant is placed into the hole.
- Remove all stones or ash from the roots that were in the bottom of the container.
- Loosen the bottom 50mm of root and place in the hole. Roots shall be well spread and damaged roots shall be cut off. Roots shall not be folded or nipped.
- Trees are to be planted in moist soil and watered within the hour. Backfilling to be done in such a way so that the soil below and around the root ball is sufficiently firm to avoid excessive settling after planting.
- A bowl of a least 2 x the circumference of the planting bag and 75mm deep is required to facilitate watering.
- Finish with coarse bark mulch (e.g. Mondi chippings)

C3.1.6.1.7.3 Tree Staking and Tree Guards

- Trees to be staked at time of planting.
- Tree Stakes: round section, clean hardwood posts
- Free from large or edge knots and other defects
- fence dropper diameter i.e. ± 40 mm
- Lower end pointed
- To be Celcure/Tanilith treated poles
- Creosote treated timber poles are unacceptable

Tree ties to be approved heavy duty, uVPC resistant rubber strips.

Nails/staples for fixing ties to be galvanised not less than 25mm long with 10mm diameter heads. All nuts, bolts and washers to be galvanised.

The Contractor to ensure that the tree does not become chaffed by ties or stakes.

The stake must be driven at least 500mm into the soil. **Care must always be taken not to disturb the root system of the tree.**

All staking shall be carried out to the satisfaction of the Project Manager.

Staking methodology is to be done in consultation with the Project Manager.

Tree Guards (examples on OR Tambo Road around young coconut palms)

Construct to fit tree/shrub size as follows:

- Weld mesh
- 75% shade cloth
- fence droppers (tanalith, 50mm or more)
- Cable ties

C3.1.6.1.7.4 Emergency Pruning

This is only to be used in the event of an emergency or instructed via the Client to make good or remove large trees, branches that have fallen over including cart to spoil per skip. This work will only be undertaken on instruction via the Client.

C3.1.6.1.8 PALMS

Maintenance of Palm Trees

Palm Tree Maintenance

- All palms need a minimum of 50 litres of water per tree (twice a week). At no point in time should the mulch in the basin of palm basin be found to have dried out. Ensure that the basin around the base will hold 50 litres of water **at all times**. The trunk and crown should also be drenched with water on a regular basis. Water pressure should not be so strong that it displaces the mulch.
- Spraying the leaves within the shade cloth, trunk and crown of the short coconut palms is required once a week (when watering). This will minimize the salt build up on the leaves.
- Remove within a day dead leaves which have fallen to the ground, and any dead palms within the week as per instruction by the PM.
- After the removal of shade cloth it must be emphasized that **only dead or completely brown leaves should be removed from the crown**. A pruning technique whereby half the dead or alive leaves are cut may be required and will be instructed by the PM. Removing more or less than indicated can prevent the stem from maturing/strengthening, can result in the strong wind snapping the palm crown and can reduce the regeneration of new roots.
- The contractor will need to budget to fertilise palms in January, April, July and October of each year with a granular fertilizer 2:3:2 (22) + Zn or at the rate of 60gm/m² and 100grams per palm of Dolomitic Lime, spread around the drip line for the first 2 years after planting then leave alone. Use 200 gm of superphosphate per palm in dam/drip area in August. Additional fertilising if required will be requested by the PM and needs to be priced in the BOQ
- Dead palms are to be removed within a 5 working days from the time of instruction from the PM
- Small palms: Pests and diseases need to be consistently monitored. Contact or systemic applications of insecticide for rhino beetle and palm bud rot need to be budgeted for by the

contractor on a 3 month basis. Additional applications may be instructed by the PM as/when deemed necessary and should be priced in the BOQ.

- Large palms: A basic systemic disease control program on all mature palms should be budgeted for by the contractor, this should include a 1x application for each mature palm every 12 months. Any specialist treatment such as the eradication of black sooty mould needs to be priced in the BOQ. Spec of specialist treatment is as follows: Palm crowns should be cleaned with soapy water and brush of any evidence of Black sooty mould (during this process it must be ensured that the water is changed for every palm). A contact pyrethroid insecticide is to be applied to the crown to kill rhino beetle, ants and scale insects. See the following fact sheet for more information on this type of insecticide:
<http://npic.orst.edu/factsheets/pyrethrins.pdf>

The leaves and trunk of the coconut palms should be sprayed or drenched when watering and maintaining the palms to minimise the salt build-up on the leaves.

Remove, within a day, dead leaves which have fallen to the ground.

ONLY DEAD OR COMPLETELY BROWN LEAVES SHOULD BE PRUNED FROM THE CROWN. If more leaves are removed than indicated, it will prevent the stem from maturing/strengthening and can reduce the regeneration of new roots. Palm fronds to be pruned flush with the main stem – cut with a “silky”-type hand pruning saw. Remove all coconut “fruits” from the palms as soon as they are larger than a cricket ball in diameter.

C3.1.6.1.9 Transport and Planting of Coconut Palms

C3.1.6.1.9 .1 Removals and translocation

➤ The Root ball

The root ball should be at least 2½ times the diameter of the trunk, wrapped in cling wrap and **never** allowed to dry out during the entire planting process (this is in between removal and planting). Therefore, when either storing or transporting palms out of the ground, the root ball needs to be sprayed regularly with water and kept moist.

➤ The Crown

The Crown of the palm should be removed by a third (this is to be gauged by the size of specimen); the crown should be sprayed with an anti-transpiration product such as Vapour Guard (to reduce transplant shock). Wrapping of the crown should cover two thirds of the remaining palm crown and should be done with hessian or a 60% or more shade cloth. Wrapping should be conducted in such a manner as that it secures the leaves in an upright position and will resemble a conic shape i.e. tight at the bottom and loose at the top thus allowing the leaves enough breathing space. The shade cloth to be secured by a twine product (not wire) for 6 months and it is the responsibility of the contractor to ensure that they are removed when instructed by a member of the consulting team.

C3.1.6.1.9.2 Palm planting

- The size of the hole will depend on the root ball and where it is being planted. In the pavement a large hole may not be possible on the beachfront. The hole needs to be 500mm wider and deeper than the diameter of the root ball. All building rubble, gravel, and clay to be removed and replaced with a sandy well drained medium.
- 2x scoops (as directed in packaging) of Mycor Palm Saver to be applied to each planting hole and an application of 1x spade of bone meal is to be spread evenly into each planting hole.
- **Fill the hole with water before planting** and make sure that the back-fill is moist. Ensure that a hose pipe is used to flush out empty air pockets that exist between the root ball and palm hole during planting.
- Provide a basin for watering that can hold 50L of water. The base of basin is to be layered with 2x spade full of compost and filled with coarse mulch. (Mondi mulch). No roots are to be exposed with in the basin of the palm.

- Warranty for new coconut plant plantings 10% die off in the first year.

C3.1.6.1.9.3 Bagged palm planting

- The Specifications for planting bagged Coconut palms is as follows:
- **Hole Preparation** A square hole at least double the size of the plant root-ball, or container, is to be prepared.
- Soil to be removed in layers so that topsoil and sub-soil can be separated. **(In the sandy Berea Red and beach sand soils at the Beachfront subsoil separation is not an issue.)**
- A slow release fertiliser such as Agriform fertiliser tablets, 8 x 21grams, are to be applied to each planting hole
- A 5cm layer of well-rotted compost is to be applied to surface of watering basin, and then covered with 10cm of bark mulch.
- Palm/Tree guards are to be constructed to specification as determined by tree planting and previous bagged palm planting works.
- Well-rotted compost (decomposed leaf litter and pinepark base) and 250g Superphosphate (10, 5%) to be thoroughly mixed into the soil taken out of the hole.

C3.1.6.1.9.4 Safety and other services

- At all times open palms holes either in planters or lawn areas **need to be staked by 4x wooden poles of 1.5m and secured on all sides with chevron tape**. This needs to be maintained daily, always have neat appearance and at no time must the tape or polls be found to be loose.
- When excavating planting holes and working in conjunction other outer works services it is the responsibility of the contractor to be conscious of dangers and damage that excavating can cause. At no time should service sleeves be buried by root balls without consent from the Client should. **All damage** to electrical cabling and water piping is to be reported. During the planting process, if no drawings can be provided - details of the responsible persons assigned to the various services will be given to the contractor and it is the responsibility of the contractor to liaise with them.
- Damage with regard to uplifting paving (because of the death of palm) is at the contractor's expense. The paving needs to be made good to its original specification within 1 week of excavation or within a time stipulated by the PM. At no time must the paving be found to look unkempt after excavation or planting preparation.

C3.1.6.1.9.5 Jewish Club Storage Area

Palms may be stored in a holding capacity at the Jewish Club under the following conditions:

- All the horticultural planting conditions and watering as stipulated above are Adhered to - less the application of fertilizers, compost and mulching.
- The site is kept neat, weed free and secure
- Removal of dead palm stumps and excavating planting holes is for the contractor's account.

C3.1.6.2 HARD LANDSCAPING

C3.1.6.2.1 General

Refers to all paved areas and other non-landscaped areas within the Beachfront and defined road verge footprint as depicted in each Zone. Maintenance shall mean the supply of all labour and maintenance apparatus necessary for the following:

Collecting & Removing of Litter into bags for collection by DSW.

Removal loose stones, rubble, driftwood less than a bakkie load brought onto promenade by Wave action.

Sweeping and removal of Wind-Blown Sand and debris. brought onto promenade by Wave action.

Keeping promenade and concrete surfaces free of grass, weeds, and shrubs in growth with hand tools and approved chemical removal.
Removal of fungi, algae, moss growth caused by amongst others stagnant water, by high pressure cleaning.
Removal of ANY stains on promenade caused by others such as oil marks and paint by high-pressure cleaning or hand tools.

This shall also include the General maintenance or Replacement of the following:

Minor repairs only as and instructed by Engineer

Promenade paving and Concrete
Sand drift fencing,
General Irrigation covers within site
Beach umbrellas, Vertical pole fencing,
Stainless steel Showers and associated mechanism, piping,
Green steel Palisade Fencing
Promenade Signage
Precast Concrete Furniture
(Ash bins, Braai Pads, Bins and Benches, concrete seawall covers, exposed aggregate bollards)

The above works will be undertaken by sub-contractors per clause C1.2.3.6.2 and will be approved within the Client Supply Chain policies.

C3.1.6.2.2 Litter Collection and Removal

Litter to be collected and removed from all hard and soft surfaces 7 days a week. The price must include provision for extra staff at priority zones over weekends, special events, holiday seasons and flooding of the Umgeni river bank. Penalties will be incurred if areas are not cleaned within 8hours of instruction from Client management .

C3.1.6.2.3 Removal and Cleaning of Wind-Blown Sand/Material on Promenade, Defined Road Verges, Walkways and Adjacent Structures

All paved and non-landscaped areas which includes wooden walkways, paved areas, around building frontage, piers and landside seawall, are to be kept clean of any build-up windblown sand or material. These areas may be cleaned using a high-pressure jet, mechanical cleaning plant, loading and transporting equipment as and when necessary. Penalties will be occurred if areas are not cleaned within 8hours of instruction from Client management.

All necessary equipment must be vetted to the Client prior for use, as damage to promenade by Mechanical equipment will not be tolerated. All safe measures pertaining to the safe egress onto and working on the promenade and around its structures must be strictly adhered to.

The Contractor is to maintain the front edge of the sacrificial fence once fencing line is established. Contractor is to use a TLB to push windblown sand off the fence line to prevent the build-up of beach sand from entering the “dune” area.

C3.1.6.2.4 Keeping the Contract Area Free of Weeds and Ants

All paved and non-landscaped areas to be treated monthly to prevent the infiltration of weeds and ants. Contractor will be required to keep the hard-landscaped areas free of weeds and insect vermin and will be required to use chemical eradication means to do so. Only approved sub-contractors with the necessary clearances to do such work will be allowed to perform these tasks.

C3.1.6.2.5 Irrigation

The use of QC valves and hosepipes is encouraged (and by tanker if necessary for street trees). Irrigation equipment to be kept in working order. Allow for replacements of damaged parts in public areas, to deal with QC damage and leaks. Specialists LIA outsource technicians.

C3.1.6.2.6 Water Features

To be always kept in working order and clean of algae. Handover of the water features will be done at the beginning of the contract to the contractor – who will then accept full responsibility of the maintenance and good working order of this asset.

Maintenance of the water features will include:

- Monitoring water levels and manually top up.
- Monitor weirs and Suction/Delivery lines
- Cleaning of pump rooms/stations, Monitoring of pumps
- Cleaning of Pump Baskets
- Cleaning of water marks from exterior and scum lines
- Removal of debris and rubbish within the features, Flush out silt trap valves weekly

The staff required to undertake the above maintenance tasks will be included as part of the job description for the Horticulturist and general labour as allocated in Clause C3.1.6.1.1.1 Beachfront Staff breakdown.

C3.1.6.2.7 Lip stick Fence/Post and rail

Refer detail for Lipstick Fence and post and rail

C3.1.6.2.8 Supervision

The maintenance contract work will be inspected regularly (weekly, bi-monthly or monthly). A quality assessment will be made using a site inspection checklist.

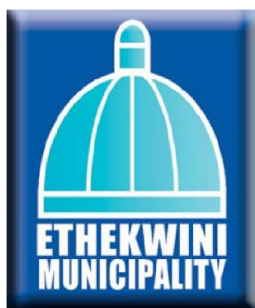
Compliance and Management of Works.

The Contractors attention is drawn to the following:

- **All** specifications discussed herein, as well as any instructions issued via the Client or their representatives shall be strictly adhered too. Non-conformance of these specifications will result in penalties strictly applied.
- **All** job tasks which may be deemed unsafe to the road/promenade/lawn users are to be made safe immediately or repaired immediately due to the nature of the area being used. No part of any works/repairs may be exposed or left indefinitely without approval of the Client or its representative.

C3.1.6.2.9 All Emergency Normalisation

The beachfront is an extremely harsh environment and receives extreme weather whereby extreme wave or wind action results in loss of infrastructure e.g. seawall covers, palms and beachfront furniture which will require immediate response to retrieve and or make safe until final repairs can be arranged. Contractor will be tasked as a first responder and assist to normalise after any weather event that may disrupt the operations of the Beachfront.



**ETHEKWINI MUNICIPALITY
URBAN RENEWAL UNIT
CONTRACT NO: 1X -22593
DURBAN CENTRAL BEACHFRONT:
MAINTENANCE OF HARD AND SOFT LANDSCAPING**

C3.2 IRRIGATION SYSTEMS MAINTENANCE CONTRACT SPECIFICATION

C3.2.1 SECTION A – SPECIFICATION OF WORKS

GENERAL – The Landscape Contractor / Irrigation Contractor must be registered with the Landscape Irrigation Association of South Africa and conform to all specified standards. Handover of the irrigation system will be done at the beginning of the contract to the contractor – who will then accept full responsibility of the maintenance and good working order of this asset.

C3.2.2 SUMMARY OF SYSTEMS

There are 6 sprinkler systems not QCs
Blue Lagoon lawns

- Sunkist (panel 1) area Life Guards
- Suncoast (automated)
- Moses Mabhida
- Sunken Gardens and Bay Beach lawns
- Bell Street Ushaka Fence

Problem areas for damage would be Blue Lagoon, Sunken Gardens and Bell Street and tent functions on lawns over long weekends, public holidays, school holidays etc

C3.2.3 IRRIGATION EQUIPMENT

The systems comprises MANUALLY AND AUTOMATICALLY controlled water supplies of irrigation water reticulation including all valves, sprinklers, valve boxes and QC valve installations. There shall be ongoing daily maintenance checks and monthly management checks which will insure the systems are kept in good running order.

C3.2.4 WATER SUPPLIES

Water is supplied via various METRO water meters. The water is potable.

C3.2.5 RETICULATION

The water is reticulated via HDPE mains comprise all HDPE pipes rated to 6bar – i.e. Class 6, and 10 bars in some areas, buried at approximately 500-600mm depth. Isolation valves

are in place and QC valves in lockable valve boxes are positioned at intermittent intervals. In some sections the landscape is watered by manual and automatic sprinkler systems.

C3.2.6. GENERAL WORKS

This contract document details the tasks, conditions and specifications for the maintenance of the irrigation systems installed in the CONTRACT area, the extent of which are shown on the contract drawing.

The extent of the work area under this contract may change as the area is developed and will be subject to revision on a yearly basis.

The SITE extends from Point North Pier to Blue Lagoon Park/Green Hub /Model Yacht Pond within specific open lawns and verges.

C3.2.6.1 Site Instruction Book

The Contractor shall keep on site an instruction book suitable for the issue Of Site Instruction which will be authorised by the CLIENT before Implementation by the Contractor, or an order? number system via computer.

C3.2.6.2 Contractor/Landscaper Liaison

During the period of the Contract work by other contractors on site may involve interruptions and possible damage to the irrigation systems. The Contractor must be aware of these operations and liaise closely with all other contractors and the Client to minimise such damage.

A monthly report must be compiled and presented to the client by the 3rd of every month. This report is to include all activities that have taken place in the month such a repair, areas maintained, problem areas and possible solutions.

C3.2.6.3 Requests by ANY person or organisation other than Employer's Agent

Should the Contractor be requested to undertake work by any other party other than the Client, before executing such request, they shall first have obtained via approval of the employer in writing. This will be strictly adhered to, no claim for any unscheduled work, that has not been authorised by the Employer agent will be entertained.

C3.2.6.4 Progress Reports

The Contractor shall provide the Client with a monthly report listing work completed and materials used in the various sectors of the Site. The Contractor shall attend a site Inspection with the Client at least once a month.

C3.2.6.5 Unforeseen Work

The Client may request a quotation from the Contractor for the cost of any work which falls outside the routine maintenance tasks listed in Section A. The decision to award this work to the Contractor or otherwise shall be entirely at the Clients discretion.

C3.2.7 GENERAL STANDARDS FOR IRRIGATION MATERIALS AND EQUIPMENT

C3.2.7.1 Quality General

All irrigation materials and equipment used in the Contract shall be new and of a quality without defects to satisfy all the requirements as prescribed in the specifications, and to withstand the conditions under which the materials and equipment will be operating in accordance with the LIA standards. The Contractor shall be expressly responsible that all newly and previously installed equipment, including equipment of different brands operating together, performs collectively in accordance with the respective manufacturer's published technical data.

C3.2.7.2 Manufacturers Warranties and Servicing Facilities

Materials and equipment shall carry a full guarantee by the manufacturer or distributor covering defective materials and workmanship, and the manufacturer or distributor of the equipment shall have a full and permanent facility in the Durban area for replacing and repairing or servicing the equipment,

such facility carrying a stock of all the necessary spares so that these services can be affected without delay.

C3.2.7.3Pipes

Low density polyethylene [LDPE] pipes shall only be installed on pipelines between the control valves

and sprinklers [sprinkler pipes]. Pipelines which are subject to the full pressure from the source [mainlines] shall be of high density polyethylene HDPE or uPVC.

Any low-density polyethylene pipe Type I offered as a substitute to that specified shall be obtained from an approved source and of an approved quality which, if it does not comply with the raw material specification of SABS 533 pipe, shall at least comply with the dimensional tolerances thereof.

HDPE pipe used in the contract shall be on accordance with SABS specification No. 533 [revised] or ISO 4427 according to availability in the different diameters.

uPVC pipe used in the contract shall comply with SABS 966 of 1977 or ISO 4422 according to availability in the different diameters, and unless specified otherwise elsewhere in the contract document, shall be in 6.0 metre lengths, of a type with integral rubber ring or lip seal joints.

Drip irrigation pipes shall be of the "Netafim Techlink 16" type with 2.3 litres per hour drippers spaced 30 cm apart. Fittings for dripper line shall be of the proprietary "Netafim" insert type purpose manufactured.

C3.2.7.4Pipe Fittings

Fittings for use with uPVC pipes shall, unless otherwise specified, be of the rubber ring or lip seal type of at least the same pressure rating of the pipe, manufactured preferably of hot moulded uPVC to SABS 966 of 1977, or if not available in this specification, of cast iron. Aluminium fittings will not be accepted for use in the Contract unless specified elsewhere in the contract document.

All fittings used with HDPE pipe shall be "Plasson: or equivalent type compression fittings.

Fittings used with LDPE pipe shall be "Full Flow" or equivalent.

C3.2.8 Replacement of Branded Equipment

Unless otherwise instructed by the Client, sprinklers, sprayers, solenoid valves and irrigation controllers used by the Contractor to replace existing equipment shall be of the same brand and model as that originally installed. New equipment used for replacements shall carry the full manufacturer's warranty against faulty workmanship and performance.

C3.2.8.1Sprinkler Performance

Sprinklers and sprayers shall perform in all respects in accordance with the manufacturer's technical literature. The Contractor shall ensure that any replacement or repaired sprinklers are fitted with nozzles suited to the spacing and with matched precipitation rates.

C3.2.8.2Solenoid Valves

Solenoid valves shall be of an approved proprietary brand fitted with flow control and rated for at least 900 kPa working pressure. Solenoids supplied separately for replacements are to be of the same brand for the respective valve.

Threaded elbows and tee pieces making up part of the solenoid valve assembly are to be of the "FIP" brand or equivalent, manufactured of injection moulded PVC.

Pipework between the irrigation mainline pipe and the solenoid valve shall be of threaded uPVC pipes of the dimensions shown in the respective detail.

C3.2.8.3Gate Valves

Gate valves shall be of the brass female threaded type with non-rising spindle, rated for 1000 kPa pressure and manufactured to SABS 776...or PVC type ball valves without unions.

C3.2.8.4 Single Core Control Wire

Single core control wire shall be of PVC covered, multiple strand copper conductor known in the trade as "house wire" and shall comply with SABS specification 1507.

C3.2.9 Valve Boxes

Valve boxes shall be of an approved type manufactured in green plastic of sufficient strength to withstand normal pedestrian traffic. All valve boxes shall be fitted with a locking bolt.

C3.2.10 Wire Connectors

Wire connectors shall be of an approved proprietary brand purpose manufactured for use in irrigation. Wire connectors made "in house" are not acceptable for use in the contract.

C3.2.11 Irrigation Controllers

Irrigation controllers shall be equipped with at least the following basic features in addition to those listed in the detail specifications:

- [a] Remote pump start.
- [b] A programmable irrigation time on each station from a minimum of not more than two minutes to a maximum of not less than one hour.
- [c] Provision for two or more irrigation cycles per day.
- [d] Provision to operate at least two 24 volt solenoid valves and a pump start relay simultaneously.
- [e] Water budgeting
- [f] Dual programme
- [g] Lightning and surge protection on the input and output sides of the controller.
- [h] Battery backup of both real time and the irrigation settings.

C3.2.12 Sprinkler Riser Pipes

Sprinkler riser pipes and for extensions to existing sprinkler riser pipes shall be of dark green uPVC, threaded both ends and of the specified diameter and length. All riser pipes shall be at least of the same nominal diameter as the sprinkler/sprayer inlet size. All riser pipes shall be encased in vertical sleeves with pop-up emitters and painted green.

C3.2.13 GENERAL SPECIFICATIONS FOR IRRIGATION REPAIR WORK

C3.2.13.1 Excavation and Backfilling of Trenches for Pipes

Trenches excavated for the installation of pipes shall be straight and wide enough that the pipe may be laid along the centre of the trench with sufficient clearance on either side of it to accommodate the selected fill and permit proper compaction thereof. Stones or other obstacles which would come into contact with the pipe are to be removed from the base and sides of the trench.

If a specific detail is provided, excavation, backfilling and compaction shall be in accordance with such detail, otherwise trenches for the installation of pipes shall be excavated to the following minimum depths as a minimum:

- (a) Dripper pipes – 150mm
- (b) Other LDPE pipes up to a diameter of 25mm - 450mm
- (c) HDPE up to a diameter of 63mm – 550mm
- (d) HDPE and uPVC pipes of 75mm diameter and greater – 600mm of backfill over the top of the pipe.

Distinction regarding the classification of soft and hard material shall be made, and the rates tendered for earthworks shall make provision for excavation and backfilling in various materials. In soft landscaping, the procedure for backfilling and compaction of the trenches, and the material used shall result in the same degree of compaction as in the surrounding planting area such that no subsidence occurs afterwards in the backfilling.

Where it is necessary to excavate through existing paving, the backfilling of the excavation shall be compacted to 93% MOD AASHTO and contractor shall reinstate the paving to its former condition.

C3.2.13.2 Installation - Pipes and Accessories

Pipes used for repairs shall be of the same class or higher, diameter and material as those originally installed. High density polyethylene (HDPE) and low density polyethylene (LDPE) pipes shall be laid in the bottom of the trench with sufficient "snaking" to accommodate normal expansion and contraction. If solvent weld fittings are used with uPVC pipes, provision shall be

made for expansion joints at intervals as recommended by the pipe manufacturers.

Holes cut in pipes for saddles shall be of an equal size to that of the saddle outlet, and unless the holes are drilled with the saddle bolted in its final position, a mandrel [the drill bit] shall be used to ensure that the positions of the holes fully coincide before the saddle is bolted up.

C3.2.13.3 Construction of Pipe Thrust Blocks and Support Blocks

No thrust blocks or support blocks are required for polyethylene pipes of 63 mm diameter or less. For all other pipes thrust blocks and support blocks shall be constructed in class 15/19 concrete at all points where the flow in the pipes changes direction through a fitting in accordance with the respective installation detail.

C3.2.13.4 Installation - Sprinklers and Sprayers

In carrying out his work the Contractor shall apply the principal that all sprinklers or sprayers of the same radius of coverage shall be as far as possible equidistant, and shall have a head to head coverage pattern as close as possible to 100 percent of the wetted radius. Sprinklers with different precipitation rates shall not be installed under the control of the same valve.

Pipe fittings shall be installed in accordance with manufacturer's specs

Using approved lubricant for uPVC pipes, and special tools which may be

Necessary. All threads shall be properly waterproofed using Teflon tape

Installation of sprinklers in close proximity to obstacles which may interfere with the intended Pattern of coverage shall be avoided.

All sprinklers, sprayers or turf valves shall be fitted to the sprinkler pipe by

means of a flexible swing arm as shown so that they may be raised or lowered in relation to finished level.

- (a) Pop-up Sprinklers in Lawn - the top of the sprinkler (retracted) to be horizontal to the finished surface and 10mm below mowing level. On slopes the sprinkler may be tilted to Obtain the best coverage.
- (b) Pop-up Sprinklers in Groundcover and shrubs - the top of a sprinkler body to be at least 50mm above the soil surface. Up to 50% of the length of the body may protrude to achieve clearance of the spray over plant foliage.
- (b) Sprinkler on riser pipes – riser pipe upright with the soil around the pipe tamped down so it is held firmly in place. Pop-up sprinkler placed on riser and encased in suitable green sleeve.

C3.2.13.5 Installation - Control Valves

Control valves shall be installed either in lawn areas or within 500 mm of a hard surface in beds. Threaded connections and the whole assemble shall be absolutely watertight.

C3.2.13.6 Laying and Securing Of Control Wires

Control wires shall be laid as far as possible in the same trenches with the mainline pipes, with at least 5% of slack. Where there is more than one control wire in a trench, the wires are to be bound together at intervals of 1.5 metres with nylon cable straps. For wires which lie in the same trenches as irrigation pipes, the wires are to be strapped to the underside of the larger of the pipes by the same method.

Wire which is laid in a separate trench to the irrigation pipes must be laid at a depth of at least 400 mm and not more than 700 mm below finished level. All new control wires shall be installed in ducts provided for this purpose.

Joints between the valve leads and the ends of the wires are to be made inside the valve boxes also using approved proprietary waterproof wire connectors.

Single core control wire layouts shall comprise of a single "common" wire linking the controller common output to all valves and a separate "live" wire between each controller output terminal and each valve.

More than one valve may not be connected to a single "live" wire unless stated to the contrary elsewhere in the contract. "Doubling up" in order that valves operate in parallel shall be effected at the controller terminal block.

Joints between the common wire and branches of the common wire leading to individual valves or valve groups shall be made in the nearest valve box or junction box, even if this procedure involves additional wiring. If this, in the opinion of the Contractor, is impractical, joints shall be made in a junction box or valve box installed specially for this purpose.

C3.2.13.7 Installation – Irrigation Controllers

Payments for replacement irrigation materials shall be certified by the Client

and where possible the replaced materials should be retained for inspection. Wiring to and from the controller shall comply with the respective municipal code with respect to 220 volt wiring. Interior wires shall be strapped and properly affixed to the panel. Wires between the controller and the point where they enter the ground shall be enclosed in approved conduit and the whole job finished in a professional manner. Wall mounted controllers shall be firmly affixed to the wall using wall plugs and screws. Pedestal mounted controllers shall have a pedestal mounting of an approved type and of sufficient strength to resist interference by the public. The pedestal shall be securely anchored to a concrete block in the ground.

C3.2.14 MATERIALS AND EQUIPMENT KEPT ON SITE

C3.2.14.1 Materials

The Contractor should keep a sufficient stock of irrigation materials on the site to be able to affect repairs and replacements without delay. Neither the Contractor nor members of his staff shall remove any irrigation materials or equipment from the site without due authorisation from the Client. Items of equipment which have been removed for repair or replacement are to be retained on the site for Periodic inspection by the Client who may authorise their disposal from the site or

Otherwise, The Client may at his discretion instruct the Contractor to either repair or replace defective irrigation equipment. Irrigation equipment which has been repaired and returned to the site for further use shall carry a sixty day warranty against faulty workmanship.

C3.2.14.2 Tools and Equipment

Irrigation maintenance staff shall at all times is equipped with adequate means of transport and communication on the site as well as necessary specialised tools of the trade for proper execution of the irrigation maintenance works.

C3.2.15 DETAIL SPECIFICATIONS

C3.2.15.1 Contract Drawings

The Contractor and Client shall liaise to produce a set of irrigation drawings showing the following:

- The Site Plan showing the approximate location of irrigated areas on the Site.
- General Layout Drawings of irrigation systems on the Site

C3.2.15.2 Scope of the Work

The intent of the Contract is that by means of preventative maintenance of the irrigation by regular inspection and testing the equipment on the Site shall be kept in a fully operational state and free from malfunctions of any kind. It is not intended that the Contractor wait until advised of defects by other parties to correct such defects.

The Contractor shall be required to carry out the maintenance tasks as set out below. The Client will monitor progress of the work at periodic site inspections.

C3.2.15.3 Irrigation Maintenance Staff

The Contract requires that 4 x technicians experienced in irrigation be dedicated to the Site. In addition a Supervisor and Manager shall be responsible for overseeing the good running and reporting back of events of the Contract

The Supervisor/Manager shall be qualified to interpret the drawings and specifications according to the conventions of the trade and be capable of dealing effectively with the routine tasks set out in Section A of the Irrigation specifications, as well as understanding and be authorised to act on any other instructions issued by the Client.

The Client may instruct the Contractor to replace irrigation maintenance staff who in his opinion is unsuitable for the work with personnel who are suitably qualified and experienced, and the Contractor shall carry out this instruction within a period of seven days.

C3.2.16 GENERAL CONDITIONS OF CONTRACT

Allow for complying with the General Conditions of Contract for the full period of the Contract.

C3.2.17 STORAGE OF TOOLS AND EQUIPMENT

Safe storage of tools and equipment and replacement irrigation materials the Contractors responsibility.

C3.2.18 Purchase of Materials and Equipment

All material and equipment used on site for the contract will be supplied by the Contractor. All extra materials and equipment remain the property of the Company.

C3.2.19 RATES TO BE TENDERED

C3.2.19.1 MATERIALS AND EQUIPMENT

The rates for replacement materials and equipment including delivery to site exclusive of labour costs of any kind for their installation or otherwise. Payment for materials shall be based at list price from the then current supplier's price lists. Replaced materials will be presented to the client with suppliers invoice for new materials purchased.

C3.2.19.2 CALL OUT RATE

Rate for call outs, out of working hours (7h00 – 16h00) as agreed between the Contractor and the Client.

C3.2.19.3 JOBSHEETS

Job sheets showing rates and time worked including materials used for urgent works that may not have been able to be priced before works commenced due to the nature of the works, should be submitted for approval and order numbers to the Client.

C3.2.19.4 TRAVEL

This rate shall be according to current AA rates for the Contractors vehicle

C3.2.19.5 SPECIALIST SUB- CONTRACTORS

These rates should be clearly stated for ongoing works and call out rates

C3.2.19.6 EQUIPMENT HIRE

Rates to be stated in tender pricing where possible or based on charged Rates to the Contractor plus 20%

C3.2.19.7 P+G ITEMS

These sums to be shown in Job sheets according to the Works required

C3.2.19 .8 ANNUAL LABOUR RATES

To be based on the current CPI rate as per Main Contractor.

C3.2.19.9 INSURANCE

The Contractor must provide proof of the following insurances before undertaking the Contract
The contractor must be registered with the L.I.A (Landscape Irrigation Association)

- **Workman's Compensation**
- **Public Liability**
- **General Works insurance**

C3.2.19.10 ATTIRE

The Contracted on site staff shall be attired in company suitable overalls and PPE at all times.

C3.2.19.11 TRANSPORT

All transport to and from site shall be priced as well as bicycles for site staff.

C3.2.19.12 SITE CAMP

A designated area will be allocated for the Contractor ... 1 x 6m container

C3.2.19.13 ABLUTIONS

A site toilet must be installed at the site camp

C3.2.20 ROUTINE REPAIRS TO IRRIGATION SYSTEMS

C3.2.20.1 The Site Team shall undertake the repairs and/or replacements to equipment on an "as and when" basis without need for any further instructions from the Contractor's management or the Client up to an approximate value of **R1000** for a once off repair

C3.2.20.2 Any repairs deemed as urgent may be started without prior consent from the Client on condition an attempt is made to contact him within a 12 hour period to notify the problem.

C3.2.20.3 Any ongoing problems that reoccur must be reported to the Client.

C3.2.20.4 All materials replaced or repaired may be charged for on condition they are not under warranty.

- C3.2.20.5** Where repair works are carried out by the contracted maintenance staff the 'Labour' portion of the repair may not be included in the repair cost.
- C3.2.20.6** Where extra labour is required for the repair over and above the times allocated in the attached schedule, these costs may be clearly stated and charged for.
- C3.2.20.7** Should the Client wish for that only contracted staff to be used for the major repairs and that he thus would not be charged for extra labour, and then he concedes that routine maintenance may fall behind in the sectors allocated to those technicians used on that repair
- C3.2.20.8** Materials replaced without prior notification over the whole Contract area should not exceed ... **R5000 per month**

C3.2.21 MINIMUM ROUTINE IRRIGATION MAINTENANCE TASKS

Due to historical maintenance experience, The Contractor is advised that the following are the minimum requirements in terms of daily tasks and planning for this contract. Staff to be paid minimum agricultural wages as stipulated by prevailing labour law practise. This requirement will be priced into a monthly rate accordingly. Staff schedules will be required during the Contract period to verify these numbers on the ground. In the event that any of the areas are not adequately staffed the Contractor will incur penalties.

ONGOING DAILY TASKS

clean inside boxes
remove grit from QC with key if leaking slightly
check all box levels, adjust if required according to surrounds

AIR VALVES

clear around valve boxes
clean inside boxes
check all box levels, adjust if required according to surrounds

MANUALLY/AUTOMATIC OPERATED SPRINKLER/BUBBLER ZONES

check operation whilst working
clean around heads where required
raise/lower heads when required
adjust arcs and throw where required
clean sprinkler filters if required
check controller settings
check rain switch operation

GENERAL

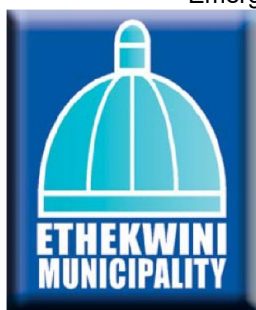
check for leaks
Record repairs and new materials
locate and mark all damaged sprinklers and materials
straighten shrub heads where required

SUPERVISOR

check zone staff attendance
order and ensure delivery of materials
assist with minor technical repairs and assessments
general inspections
liaison with landscape staff
collection of field reports

MANAGEMENT

collate field reports /data and monthly report submission
assist with detailed technical repairs and assessments
detailed inspections
liaison with landscape staff
collection of field reports,
planning
liaison with Client
Emergency call outs



**ETHEKWINI MUNICIPALITY
URBAN RENEWAL UNIT
CONTRACT NO: 1X -22593
DURBAN CENTRAL BEACHFRONT:
MAINTENANCE OF HARD AND SOFT LANDSCAPING**

C3.3 BEACHFRONT SHOWER SYSTEMS MAINTENANCE CONTRACT SPECIFICATION

C3.2.1 SECTION A – SPECIFICATION OF WORKS

GENERAL – The Landscape Contractor/Plumbing Contractor must be registered Regulatory body and EThekiwini Water and Sanitation requirements and will conform to all Relevant SANAS standards.

http://www.durban.gov.za/City_Services/water_sanitation/Bylaws_Tariffs/Bylaws/Pages/Water_Supply_Bylaws.aspx

<https://pirb.co.za/pirb/>

C3.2.2 SUMMARY OF SYSTEMS

The Electronic Touch Beachfront Showers are made up of the following “Cobra” (or Approved Equivalent) Components:

- ☐ 6 x “Cobra” “wallgro” (or similar approved Equivalent)
- ☐ Copper Couplings



Service Recommendation:

If this product is damaged at all, and does not activate the shower upon touch, the entire switch will need to be replaced; no servicing required on this part.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DC	Earthworks for Concrete Lined Canals		
DD	Earthworks for Structures		
EA	Lime Stabilisation		
EB	Graded Crushed Stone	December	1988
EC	Cement Treated Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EE	Pre-coated Stone Chippings		
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EJ	Concrete Interlocking Block Surfaces		
EK	Waterbound Macadam Base		
EL	Dumprock Subgrade Improvement		
EM	Concrete Surface to Roads		
EN	Slurry Sealing		
EP	Single Seal Surface Treatment		
F	Protection Works	July	1992
G	Pre-stressing		
H	Reinforced Earth		
J	Piling		
K	Bearings		
L	Structural Work		
PB	Pavement Layers of Gravel Material		
PC	Stabilisation of Gravel Base		
PD	Surface Treatment: Modified Binder		
PE	Pressure Pipelines: Steel		
PF	Pressure Pipelines: Other Than Steel		

PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
PJ	Pipe Jacking		
PG	Lateral Support Systems		
PS	Pump Stations: Sewage		
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS ED	Road Asphalt
PS EE	Pre-coated Stone Chippings
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EJ	Concrete Interlocking Block Surfaces
PS EK	Waterbound Macadam Base
PS EL	Dumprock Subgrade Improvement

PS EM	Concrete Surface to Roads
PS EN	Slurry Sealing
PS EP	Single Seal Surface Treatment
PS F	Protection Works
PS G	Pre-stressing
PS H	Reinforced Earth
PS J	Piling
PS K	Bearings
PS L	Structural Work
PS PB	Pavement Layers of Gravel Material
PS PC	Stabilisation of Gravel Base
PS PD	Surface Treatment: Modified Binder
PS PE	Pressure Pipelines: Steel
PS PF	Pressure Pipelines: other than Steel
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS PJ	Pipe Jacking
PS PG	Lateral Support Systems
PS PS	Pump Stations: Sewage
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

List the drawings here

C3.5.2 STANDARD DRAWINGS

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

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

C3.6: ANNEXURES

C3.6.1 Insert as required or “There are no Annexures”

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Insert Locality plan here



