



**DEPARTMENT**  
**TECHNICAL SERVICES**  
**DIRECTORATE**

**Road Infrastructure Management**

**DIVISION**

**Coastal, Stormwater, and Catchment Management**

**PROCUREMENT DOCUMENT : [Infrastructure \(GCC 2015\)](#)**

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

**Contract No:** 35027 – 1D

[Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater](#)

**Contract Title:** [Infrastructure upgrade, protection works and reinstatement of the road](#)

**Estimated CIDB:** Grade: **4** Class: **CE**

**CLARIFICATION MEETING AND QUERIES**

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

**Meeting Location:** [Heaton Nicholls Drive, Pinetown, Ward 18](#)

**Date, Time:** [On 21 April 2026 at 08h00](#)

**Queries can be addressed to:** [Name: Antony Leisa](#)

**The Employer's Agent's:** [Tel: 031-311-6354](#)

**Representative:** [eMail: Antony.Leisa@durban.gov.za](#)

["Question and answers from the clarification meeting will be consolidated and emailed to all tenderers for the benefit of all tenderers by 2026-04-24"](#)

**TENDER SUBMISSION**

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

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

**Closing Date/ Time:** [30/04/2026](#) at [11h00](#)

**JDE Submission:** An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (ESP Module)**

**JDE Queries  
Contact:**

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

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

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head: Coastal, Stormwater, and Catchment Management**

**25/03/2026**

Version: 01/12/2025

**FOR OFFICIAL USE ONLY**

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

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## **PART T1: TENDERING PROCEDURES**

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

Tenders are hereby invited for the works to Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater Infrastructure upgrade, protection works and reinstatement of the road

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekwini Municipality as represented by: <b>Deputy Head: Coastal, Stormwater, and Catchment Management</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury’s eTenders website</b> or the <b>eThekwini Municipality Website</b> : <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <b>4</b> CE (or higher).	C.2.1.2
<b>Meeting Type</b>	Compulsory Clarification Meeting	C.2.7
<b>Meeting Details</b>	Heaton Nicholls Drive, Pinetown, Ward 18 On 21 April 2026 at 08h00	C.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer’s Agent’s Representative whose contact details are: Name: Antony Leisa Tel: 031-311-6354 eMail: Antony.Leisa@durban.gov.za  “Question and answers from the clarification meeting will be consolidated and emailed to all tenderers for the benefit of all tenderers by 2026-04-24”	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:  The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban  An <b>electronic submission</b> , via the eThekwini Municipality <b>JDE System (ESP Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the “hard copy” submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>30/04/2026</b> , at or before 11h00.	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20 Price Preference Point System</b> , as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

#### CIDB B.U.I.L.D. Programme Standards

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Not Applicable</b>
Standard for Developing Skills through Infrastructure Contracts	<b>Not Applicable</b>

## **T1.1.2: NOTES TO TENDERERS**

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

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

### **GENERAL**

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

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

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

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

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

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

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

The following is to be noted:

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

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

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

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

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

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

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

**5) Section 21.2: Tender Validity**

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

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

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

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

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

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

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

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

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

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

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

**CIDB**

**Regulation 25(8)**

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

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

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

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

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

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

### **T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

**This Part (T1.1.3) is for information purposes only.**

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

#### **1) General**

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

This JDE System will be used for:

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

#### **2) Registrations**

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

##### **National Treasury: Central Supplier Database**

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

##### **eThekwini Municipality Supplier Portal**

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

##### **eThekwini Municipality JDE System**

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

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

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

##### **General Queries:**

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

##### **Technical Queries:**

- Jabulani Chauke      Tel:            031 322 9535  
                                 Email:        [Jabulani.Chauke@durban.gov.za](mailto:Jabulani.Chauke@durban.gov.za)

#### **4) Viewing of available tenders**

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

## 5) **Tender documentation**

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

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

## 6) **Submission of tender offers**

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

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

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

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

## 7) **Viewing the Tender opening schedule**

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

## PART T1: TENDERING PROCEDURES

### T1.2: TENDER DATA

#### T1.2.1 STANDARD CONDITIONS OF TENDER

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

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

### Annex C

## Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

*Note:*

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

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

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

C.1.3.1 The **Tender Data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.



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

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

**C.1.4 Communication and employer’s agent**

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

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

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- funds are no longer available to cover the total envisaged expenditure;

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

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

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

**C.1.6 Procurement procedures**

**C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

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

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

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

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

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **Contract Data**. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **Tender Data**, place and seal the returnable documents listed in the **Tender Data** in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **Tender Data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **Tender Data**.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **Tender Data** not later than the closing time stated in the **Tender Data**. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **Tender Data** for any reason,

the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **Tender Data** after the closing time stated in the **Tender Data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **Tender Data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including

<p>notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ol style="list-style-type: none"> <li>1 an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</li> <li>2 the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</li> <li>3 in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</li> </ol>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	
<p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b>.</p>	
<p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b>.</p>	<p><b>C.3.2 Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	
<p><b>C.2.22 Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b>.</p>	<p><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b>Tender Data</b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b>.</p>	<p><b>C.3.4 Opening of tender submissions</b></p>
<p><b>C.3 The employer’s undertakings</b></p>	
<p><b>C.3.1 Respond to requests from the tenderer</b></p>	
<p>C.3.1.1 Unless otherwise stated in the <b>Tender Data</b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and notify all tenderers who collected tender documents.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the <b>Tender Data</b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b>, the name</p>

<p>of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: 4.0 complies with the requirements of these Conditions of Tender, 5.0 has been properly and fully completed and signed, and 6.0 is responsive to the other requirements of the tender documents.</p>
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: <b>1.0</b> detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, <b>2.0</b> significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or <b>3.0</b> affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p>
<p><b>C.3.5 Two-envelope system</b></p>	<p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.5.1 Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.</p>	<p><b>C.3.9 Arithmetical errors, omissions and discrepancies</b></p>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b>, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p><b>C.3.6 Non-disclosure</b></p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: 1 the gross misplacement of the decimal point in any unit rate; 2 omissions made in completing the pricing schedule or bills of quantities; or 3 arithmetic errors in: line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either</p>
<p><b>C.3.7 Grounds for rejection and disqualification</b></p>	
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	
<p><b>C.3.8 Test for responsiveness</b></p>	

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

(a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

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

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

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

1. addenda issued during the tender period,
2. inclusion of some of the returnable documents and
3. other revisions agreed between the employer and the successful tenderer.

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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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



## T1.2.2 **TENDER DATA**

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

### C.1: GENERAL

#### C.1.1 **The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:  
**Deputy Head: Coastal, Stormwater, and Catchment Management**

#### C.1.2 **Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the “INDEX” on page 1.
- 2) EXCEL Bill of Quantities file, if issued separately.
- 3) **Drawings**, issued separately from this document, or bound in Section C3.4: “Particular Specifications”.

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

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

Tenderers are to regularly check both web sites for the downloadable documentation.

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

The Employer's Agent is:

Name: Gregory Williams  
Tel: 031-311-7960 (t)  
eMail: gregory.williams@durban.gov.za

The Employer's Agent's Representative is:

Name: Antony Leisa  
Tel: 031-311-6354  
eMail: Antony.Leisa@durban.gov.za

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

#### C.1.6 **Procurement procedures:**

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

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

## C.2: TENDERER'S OBLIGATIONS

### C.2.1 Eligibility:

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

#### C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, and
  - ii) the Tenderer fails to have **Returnable Document “Certificate of Attendance at Clarification Meeting / Site Inspection”** signed by the Employer’s Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document “Compulsory Enterprise Questionnaire”** (section 1.5) and **Returnable Document “CSD Registration Report”**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - T2.2.3: MBD 4: Declaration of Interest.
  - T2.2.5: MBD 6.1: Preference Points Claim
  - T2.2.6: MBD 8: Declaration of Bidder’s Past SCM Practices.
  - T2.2.7: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.8: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - T2.2.5: B-BBEE Status Level of Contribution Certificate, or sworn affidavits
  - T2.2.10: Central Supplier Database (CSD) Report.
  - T2.2.11: CIDB Registration and Status.

#### C.2.1.2 Eligibility: CIDB

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

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

Joint ventures are eligible to submit tenders provided that:

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

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

Only those Tenderers that can provide proof of verifiable experience, in works of a similar nature, within the past 5 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

Tenderers are to complete and sign the submission forms for each experience submission, as included in **Returnable Form: “Eligibility: Experience of Tenderer”**.

**Failure to comply will invalidate the associated experience submission.**

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that may be used for verification of the experience submission is specified on this table (which includes the Notes below the table).  
The non-submission of this **Documentation/ Information** may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers must submit experience gained as **Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Document “Eligibility: Experience of Tenderer”**.

Tenderers are to indicate the documentation/ information that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **49**.

Should there be insufficient verified evidence for any specific submission that experience submission may be deemed invalid.

<b>Table 1: Experience Requirement</b>
A minimum of 4 contracts, with works of a similar nature, within the past 5 years, <u>each</u> with a value of 50% of the tender value submitted for this tender on the <b>Form of Offer (C1.1.1)</b> .

<b>Table 2: Works of a Similar Nature</b>		
<b>Provision of Stormwater Drainage Structures</b>		
<ul style="list-style-type: none"> <li>• Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:                             <ul style="list-style-type: none"> <li>• Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).</li> <li>• Reinforced concrete construction.</li> <li>• Installation of precast portal culverts and other related river structures</li> <li>• Each project must consist of at least two of the following elements: stormwater drainage, Stormwater structures (attenuation tanks, etc), River Structures (weirs, etc), Stormwater channelling and Retaining walls (reinforced concrete, masonry or gabions).</li> </ul> </li> </ul>		
<ul style="list-style-type: none"> <li>• Projects that will be <u>excluded</u> are:                             <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>○ road rehabilitation projects</li> <li>○ the construction of gravel roads</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>○ road maintenance projects</li> <li>○ Sewer reticulation projects</li> </ul> </td> </tr> </table> </li> </ul>	<ul style="list-style-type: none"> <li>○ road rehabilitation projects</li> <li>○ the construction of gravel roads</li> </ul>	<ul style="list-style-type: none"> <li>○ road maintenance projects</li> <li>○ Sewer reticulation projects</li> </ul>
<ul style="list-style-type: none"> <li>○ road rehabilitation projects</li> <li>○ the construction of gravel roads</li> </ul>	<ul style="list-style-type: none"> <li>○ road maintenance projects</li> <li>○ Sewer reticulation projects</li> </ul>	

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

**NOTES** (for Table 3)

1. Issued by the Client / Employer.
2. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
3. Proof of the final payment received from the Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document from the Client/ Employer.

4. Issued by the Client/ Employer.
5. The overall contract Scope-of-Work is to be indicated.

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

Replace this paragraph with the following:

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

#### C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
  - The Employer’s Supply Chain Management Policy (as at advertising date).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
  - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
  - The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
  - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
  - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
  - Any other eThekwini Policy documents referenced in the Tender Documents.

#### C.2.6 Acknowledge addenda:

Add the following paragraphs:

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

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

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

### C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting

**Heaton Nicholls Drive, Pinetown, Ward 18**  
**On 21 April 2026 at 08h00**

Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/04/24

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

### C.2.10.2 Pricing the tender offer:

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

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

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

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

### C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

### C.2.13 Submitting a tender offer:

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

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

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

- Contract No. : 35027 – 1D
- Contract Title : Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater Infrastructure upgrade, protection works and reinstatement of the road

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

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

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

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

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

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

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

The closing time is:

- **30/04/2026**
- **Time : 11h00**

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

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

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

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

The eThekwini Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

### C.2.23 Certificates:

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

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

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

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

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

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

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

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

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

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

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

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

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

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

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

**Failure to comply with 1), 2), and 3) above will result in the tender offer being deemed non-responsive.**

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

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. Notwithstanding the completion of **Returnable Document “MBD 6.1: Preference Points Claim”**, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.

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



An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

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

### C.3: THE EMPLOYER'S UNDERTAKINGS

#### C.3.1.1 Respond to requests from the tenderer:

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

#### C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekwini Municipality Website.**” (Refer to **Tender Data: C.1.2**).

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

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

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

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

Add the following Clause:

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

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer’s Agent (or Representative) as identified in **Tender Data C.1.4**.

#### C.3.11 Evaluation of Tender Offers:

##### Eligibility

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

##### Functionality

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

**Preference Point System**

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

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

**Price Points**

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

A maximum of 80 points is allocated for price on the following basis:

**80/20 Procurement System**

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

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**Preference Points**

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

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

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

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

80/20 Preference Points System (maximum Preference Points: 20)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	20		5	8
2	18		6	6
3	14		7	4
4	12		8	2
Non-Compliant: 0				

### C.3.13 Acceptance of tender offer:

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

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

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

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

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

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

### C.3.17 Copies of contract:

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

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Complaints and Objections (Appeals)**

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

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

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

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

EThekweni Metropolitan Municipality  
First National Bank (FNB)  
Account Number: 631-6574-6331  
Reference Number: **35027 – 1D**

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

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

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

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

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

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

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

#### **T1.2.3.4 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

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

##### **Entity Specific**

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T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection .....	30
T2.2.3	MBD 4: Declaration of Interest .....	31
T2.2.4	Contracts Awarded by Organs of State in the past 5 years .....	33
T2.2.5	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5).....	34
T2.2.6	MBD 8: Declaration of Bidder’s Past SCM Practices .....	37
T2.2.7	MBD 9: Certificate of Independent Bid Determination .....	39
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**Contract Part:** The Tenderer is required to complete following forms:

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C1.2.2.2	Data to be Provided by Contractor .....	57
C2.2	Bill of Quantities .....	65

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

\* Tenderers are to include, at the back of their tender submission, a printout of their SARS “**Tax Compliance Status – PIN Issued**” certificate, failing which the tender submission will be deemed non-responsive.

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

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

**NAME (Block Capitals):**

**Date**

\_\_\_\_\_

**SIGNATURE:**

-----

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting for Contract **35027 – 1D** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

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

Name: ..... Name: .....  
Signature: ..... Signature: .....  
Capacity: ..... Capacity:.....

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

Name: .....  
Signature: .....  
Date: .....

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

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

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

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

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

3.1 Name of enterprise	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

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

3.8 Are you presently in the service of the state?	Circle Applicable		
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">YES</td> <td style="padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

If yes, furnish particulars: .....

.....



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

YES	NO
-----	----

If yes, furnish particulars: .....

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

YES	NO
-----	----

If yes, furnish particulars: .....

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

YES	NO
-----	----

If yes, furnish particulars: .....

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

YES	NO
-----	----

If yes, furnish particulars: .....

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

YES	NO
-----	----

If yes, furnish particulars: .....

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

YES	NO
-----	----

If yes, furnish particulars: .....

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

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

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

**T2.2.4 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

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

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

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

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

**Date**

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

**T2.2.5 MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)**

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

**1.0 GENERAL CONDITIONS**

3.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.

3.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

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

**2.0 ADJUDICATION USING A POINT SYSTEM**

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

**3.0 POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

**80/20 Procurement System**

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

Where: Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

**7.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

<b>80/20 Preference Points System</b>	
<b>B-BBEE Level Contributor</b>	<b>Preference Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

4.2 All bidders must submit B-BBEE Status Level of Contribution Certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.

4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.

4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.

4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.

4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.

4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.

4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.

4.13 A Trust, consortium or joint venture:

- (a) must submit a B-BBEE status level certificate in order to qualify for points;
- (b) may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
- (c) where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.

4.14 Gazetted Sector Codes supersede Generic Codes.

**5.0 SUB-CONTRACTING**

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

**6.0 BID DECLARATION**

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

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.**

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

.....

**T2.2.6 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO
<p>4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p> <p>4.4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p> <p>4.5.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

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

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

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

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

**T2.2.7 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**NOTES**

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract 35027 – 1D  
Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater Infrastructure upgrade, protection works and reinstatement of the road

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

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

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

that:

(continued on next page)



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

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

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

**Date**

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

**T2.2.8 DECLARATION OF MUNICIPAL FEES**

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

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

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

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

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

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

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

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

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

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

**Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.**

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

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

**Date**

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

**T2.2.9 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

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

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

**Declaration by Tenderer**

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

Circle Applicable	
Yes	No

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

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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


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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:


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

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

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

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

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

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

**Date**

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

**T2.2.10 CSD REGISTRATION REPORT**

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

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

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

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

Note: the printout will contain more than one page.

The screenshot shows the CSD Registration Report interface. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green header bar with the text 'CSD REGISTRATION REPORT'. The main content area is titled 'SUPPLIER IDENTIFICATION' and contains a grid of input fields for the following information:

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

**Tenderers are to include, at the back of their tender submission, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

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

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

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

**Date**

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

**T2.2.11 CIDB REGISTRATION AND STATUS**

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

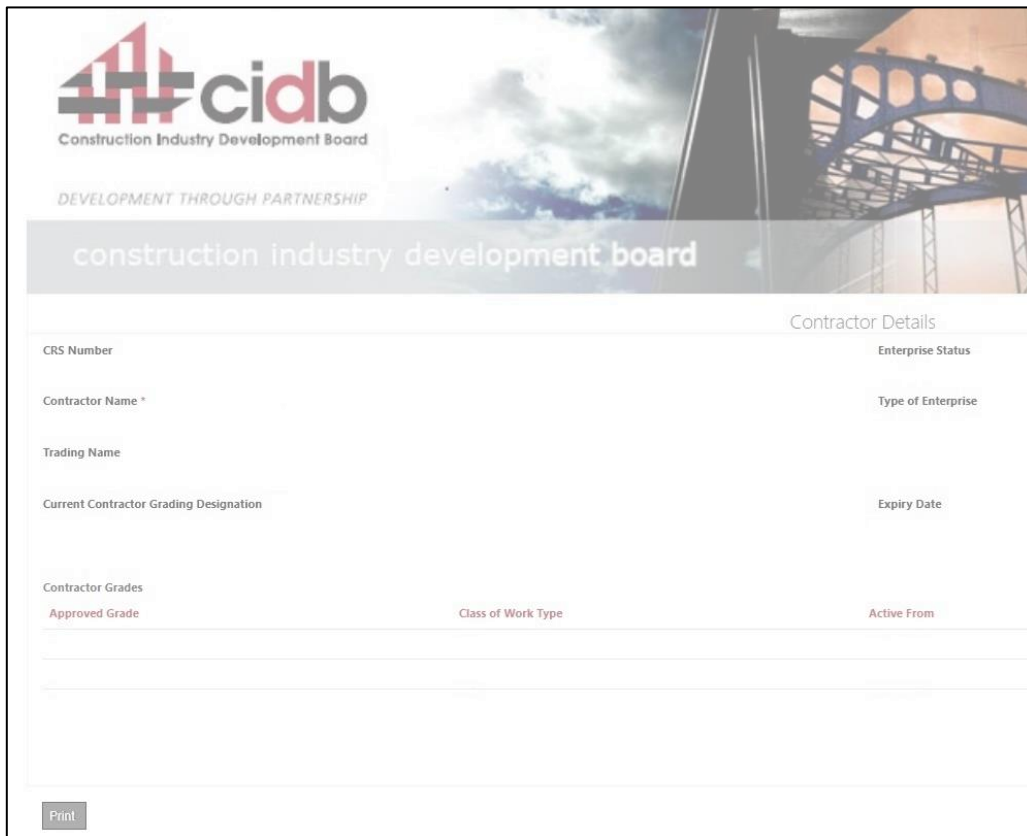
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in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

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

CIDB Registrations can be obtained from the CIDB website at:

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

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



**Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

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

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

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

**Date**

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

**T2.2.12 JOINT VENTURES AGREEMENTS**

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

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

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

**INTENT TO FORM A JOINT VENTURE**

Should our submission for CONTRACT: **35027 – 1D** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

**Proposed Joint Venture**

Joint Venture Title (name):

Represented by (name):  Tel:

**Lead Partner/ Member 1**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**T2.2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

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

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

**Date**

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



## **T2.2.14 ELIGIBILITY: EXPERIENCE OF TENDERER**

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

Only those Tenderers that can demonstrate verifiable experience, in works of a similar nature, within the past 5 years, will be eligible to have their tenders evaluated in terms of **Tender Data: C.3.11**.

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

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

### **Guidance to Tenderers: Experience Submission Form**

#### **Client / Employer Details**

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

#### **Contract Details**

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

#### **Scope of Works**

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

#### **Joint Ventures**

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

(T2.2.14 is continued on the next page)

**Confirmation of submission of Information/ Documentation**

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

		If submitted, mark with an “X”
<b>SUBMISSION #1</b>	Experience Submission Form (completed and signed)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #2</b>	Experience Submission Form (completed and signed)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #3</b>	Experience Submission Form (completed and signed)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #4</b>	Experience Submission Form (completed and signed)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	

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

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

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

**Date**

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

**EXPERIENCE SUBMISSION #1**

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

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

<b>Experience as a:</b>	<b>Main Contractor:</b>	
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<b>Client/ Employer OR Main Contractor’s Details</b>  Should the Employer’s reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:	
	Contact Name:	
	Contact Tel:	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
	Contact Cell:	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
	Contact email / other:	
Enter the Client/ Employer’s details		

<b>Contract Details</b>	Contract (Reference) Number:	<input type="text"/>																					
	Contract Title:																						
	Has this Contract been completed?	<table border="1"> <tr> <td>Y</td> <td>N</td> <td>Commencement Date:</td> <td>d</td><td>d</td><td>m</td><td>m</td><td>2</td><td>0</td><td>y</td><td>y</td> </tr> <tr> <td></td> <td></td> <td>Completion Date (if applicable):</td> <td>d</td><td>d</td><td>m</td><td>m</td><td>2</td><td>0</td><td>y</td><td>y</td> </tr> </table>	Y	N	Commencement Date:	d	d	m	m	2	0	y	y			Completion Date (if applicable):	d	d	m	m	2	0	y
Y	N	Commencement Date:	d	d	m	m	2	0	y	y													
		Completion Date (if applicable):	d	d	m	m	2	0	y	y													
Tendered Value (Contract Sum): <b>R</b>	Final Contract Price: <b>R</b>																						

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

<b>Which Works Type(s) best describe the project?</b>		Road Bridge and related structures	
Stormwater infrastructure upgrade	<input type="checkbox"/>	Concrete Stormwater channelling	<input type="checkbox"/>
Retaining structures	<input type="checkbox"/>	Stormwater infrastructure maintenance	<input type="checkbox"/>
OTHER: provide a description of the type of project			

<b>Which Works Element(s) were included in the project?</b>		Reinforced concrete construction.	<input type="checkbox"/>
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).	<input type="checkbox"/>	Bulk earthworks and compaction	<input type="checkbox"/>
Stormwater HDPE pipes less than 600 mm Dia	<input type="checkbox"/>	stormwater drainage, including portal & cast-in-situ culverts	<input type="checkbox"/>
Stormwater concrete pipes and manholes	<input type="checkbox"/>	Gabion protection works and mattresses	<input type="checkbox"/>
Stormwater HDPE pipes and manholes	<input type="checkbox"/>		
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 49.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

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

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

**Date**

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

**EXPERIENCE SUBMISSION #2**

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

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

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

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

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

<b>Which Works Type(s) best describe the project?</b>	
Stormwater infrastructure upgrade	Road Bridge and related structures
Retaining structures	Concrete Stormwater channelling
OTHER: provide a description of the type of project	Stormwater infrastructure maintenance

<b>Which Works Element(s) were included in the project?</b>	
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).	Reinforced concrete construction.
Stormwater HDPE pipes less than 600 mm Dia	Bulk earthworks and compaction
Stormwater concrete pipes and manholes	stormwater drainage, including portal & cast-in-situ culverts
Stormwater HDPE pipes and manholes	Gabion protection works and mattresses
OTHER: List works elements included in project	

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

**Date**

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

**EXPERIENCE SUBMISSION #3**

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

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

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

<b>Contract Details</b>	Contract (Reference) Number:																			
	Contract Title:																			
	Has this Contract been completed?	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width:15px; text-align: center;">Y</td> <td style="width:15px; text-align: center;">N</td> </tr> </table>	Y	N																
Y	N																			
		<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>Commencement Date:</td> <td>d</td><td>d</td><td>m</td><td>m</td> <td>2</td><td>0</td><td>y</td><td>y</td> </tr> <tr> <td>Completion Date (if applicable):</td> <td>d</td><td>d</td><td>m</td><td>m</td> <td>2</td><td>0</td><td>y</td><td>y</td> </tr> </table>	Commencement Date:	d	d	m	m	2	0	y	y	Completion Date (if applicable):	d	d	m	m	2	0	y	y
Commencement Date:	d	d	m	m	2	0	y	y												
Completion Date (if applicable):	d	d	m	m	2	0	y	y												
Tendered Value (Contract Sum):	<b>R</b>	Final Contract Price: <b>R</b>																		

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

<b>Which Works Type(s) best describe the project?</b>	
Stormwater infrastructure upgrade	Road Bridge and related structures
Retaining structures	Concrete Stormwater channelling
OTHER: provide a description of the type of project	Stormwater infrastructure maintenance

<b>Which Works Element(s) were included in the project?</b>	
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).	Reinforced concrete construction.
Stormwater HDPE pipes less than 600 mm Dia	Bulk earthworks and compaction
Stormwater concrete pipes and manholes	stormwater drainage, including portal & cast-in-situ culverts
Stormwater HDPE pipes and manholes	Gabion protection works and mattresses
OTHER: List works elements included in project	

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

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

**Date**

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

**EXPERIENCE SUBMISSION #4**

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

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

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

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

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

<b>Which Works Type(s) best describe the project?</b>			
Stormwater infrastructure upgrade		Road Bridge and related structures	
Retaining structures		Concrete Stormwater channelling	
OTHER: provide a description of the type of project		Stormwater infrastructure maintenance	

<b>Which Works Element(s) were included in the project?</b>			
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).		Reinforced concrete construction.	
Stormwater HDPE pipes less than 600 mm Dia		Bulk earthworks and compaction	
Stormwater concrete pipes and manholes		stormwater drainage, including portal & cast-in-situ culverts	
Stormwater HDPE pipes and manholes		Gabion protection works and mattresses	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 49.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

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

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

**Date**

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

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**C1.1.1: OFFER**

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

Contract No: **35027 – 1D**

Contract Title: **Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater Infrastructure upgrade, protection works and reinstatement of the road**

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....  
: .....

**Telephone** : .....

**Witness:**

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

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

**Notes:**

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

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

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

**C1.1.2: FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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



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

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

## **C1.2: CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **24 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:  
Deputy Head: **Coastal Stormwater & Catchment Management**

1.2.1.2 The address of the Employer is: Randeer Kasserchun  
Physical: Engineering Unit, 166 K.E. Masinga Road, Durban, 4001  
Postal: Engineering Unit, P.O Box 680, Durban, 4000  
Telephone: 031 311 7323  
E-Mail: [Randeer.Kasserchun@durban.gov.za](mailto:Randeer.Kasserchun@durban.gov.za)

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

1.2.1.2 The address of the Employer' Agent is: Gregory Williams  
Physical: Engineering Unit, 166 K.E. Masinga Road, Durban, 4001  
Postal: Engineering Unit, P.O Box 680, Durban, 4000  
Telephone: 031 311 7960  
E-Mail: [Gregory.Williams@durban.gov.za](mailto:Gregory.Williams@durban.gov.za)

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

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

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's

Agent's Representative for acceptance by the Division (reference is made to Cl.5.3.1 of the Contract Data).

Note:

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

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

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

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

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number

of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 3,190.06** (per Day).

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

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

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

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

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

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.
- The Index for **Labour** shall be based on **2024 = 100**.

	<b>STATS SA Statistical Release</b>	<b>Table</b>	<b>Description</b>	<b>Coefficient</b>
<ul style="list-style-type: none"> <li>• “L” is the “Labour Index”</li> </ul>	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	<b>a = 0.28</b>
<ul style="list-style-type: none"> <li>• “P” is the “Contractor’s Equipment Index”</li> </ul>	P0151.1	Table 4	Plant and Equipment	<b>b = 0.28</b>
<ul style="list-style-type: none"> <li>• “M” is the “Materials Index”</li> </ul>	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	<b>c = 0.38</b>
<ul style="list-style-type: none"> <li>• “F” is the “Fuel Index”</li> </ul>	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	<b>d = 0.06</b>

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

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

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

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

6.10.3 **Retention Money:** Delete the word “selected”.

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 500,000.**
- Maximum first excess: **R 10,000.**

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

**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 10,000.**

**Principal’s own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council’s own surrounding property: **R 500.000.**
- Maximum first excess: **R 10,000.**

**Insurance of Works**

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

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

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

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

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

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

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**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

### C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

#### C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

#### C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 18**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

#### C1.2.3.3 SUB-CONTRACTING

It is a condition of contract that the contractor must allow for a minimum of **20%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51%** owned by Historically Disadvantaged People (HDI). Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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



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

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

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

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

- Category of Employment

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

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

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

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

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

**C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

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

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

**C1.2.3.6 EXCEPTED RISKS (Clause 8.3)**

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

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

## **C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

### **USE THIS VERSION IF GCC2015 and the STANDARD ENGINEERING SPECIFICATIONS ARE USED**

#### **C2.1.1 GENERAL**

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

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

Measurement and payment shall be in accordance with the relevant provisions of 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.

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## **C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows its own numbering system and comprises of 16 pages.

**PART C3: SCOPE OF WORK**

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

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

- Traffic control and diversion
- Water diversion
- General clearance of site
- Expose, maintain, and provide protection for services that are visible and that are reflected on drawings (Telephone poles, Intercoms, electricity cables, telecommunication cables, water mains, stormwater).
- Relocation as specified by the Engineer.
- Removal of trees as directed by the Engineer.
- Removal of concrete elements (disused pipes, underground structures, etc.)
- Removal of roadways (including layer works), sidewalks, and kerbs and reinstate as per standards
- Conventional open trench excavation for sewer pipes.
- Provide shoring for trench depths than 1,5m and greater.
- Construct temporary fencing to enclose working area within private property.
- Prepare pipe bedding, lay, backfill, compact and test stormwater pipes.
- Construction of new stormwater manholes at various depths. (Type A and B Benching)
- Supply and install precast portal culverts 1200mm by 1500mm triple barrel
- Construction of gabion protection works
- Construction of concrete retaining wall
- Reinstatement works (such other work as may be deemed necessary by the Engineer for the completion of the Contract.)

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

Heaton Nicholls Drive can be accessed from M7 southbound from Pinetown CBD in Farningham Ridge Pinetown

Refer to Item C4.1: Locality Sketch

Site Location coordinates are as follows: (-29,82895°S ; 30,86275°E)

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

No geotechnical investigation was conducted for this project and a report.

**SCOPE OF WORKS**

**Title** **Heaton Nicholls Drive, Pinetown, Ward 18: Stormwater Infrastructure upgrade, protection works and reinstatement of the road**

**Function and broad outline of contents** A stormwater drainage system consisting of 1200mm x 1500mm portal culverts and gabion protection works (2 meters in height) is to be provided along the portion of the Umbilo river within the confines of Heaton Nicholls Drive, Pinetown, Ward 18

TOPIC	COMMENTARY
<b>Client’s / employer’s objectives</b>	A stormwater drainage system consisting of portal culverts and gabion protection works shall serve to direct stormwater runoff safely away from the properties within the affected area.
<b>Description of the services</b>	A stormwater drainage system consisting of 1200mm x 1500mm portal culverts and gabion protection works (2 meters in height) is to be provided along the portion of the Umbilo river within the confines of Heaton Nicholls Drive, Pinetown, Ward 18
<b>Extent of the services</b>	As per the bill of quantities, the entire drainage system shall extend to approximately 50 meters. The portions consisting of portal culverts shall be 16 meters each and the remainder shall consist of gabion protection works. The existing roads will be removed and reinstated in conjunction with the portal culvert construction.
<b>Use of reasonable skill and care</b>	The upstream portion of the works is constructed within a lightly populated area consisting of households adjacent to the stream and which are held by embankments. Care is required for the temporary retaining system that will keep the embankments stable during construction
<b>Co-operation with other services providers</b>	The municipality may deploy service providers from the Water and Electricity department as and when necessary during the construction of the works.
<b>Brief</b>	<ul style="list-style-type: none"> <li>a) The works are to be completed in 24 weeks of which a half (14 weeks) should be spent on the portal culvert construction</li> <li>b) Care is to be exercised where the portal culvert intersects Heaton Nicholls Drive as the disturbance due to construction may affect the embankments. Similarly with the downstream section along Heaton Nicholls Drive</li> <li>c) Daily site diaries are to be submitted.</li> </ul>
<b>Reference data</b>	N/A.
<b>Applicable national and international standards</b>	<p>SANS Standards</p> <ul style="list-style-type: none"> <li>- Portal culverts: SANS 986 (Also see COTO 3)</li> </ul>
<b>Access to site</b>	<ul style="list-style-type: none"> <li>- The site is directly off the main road M7 Highway, Pinetown which can accommodate heavy traffic.</li> <li>- The sites (portal culvert 1 and 2) are on Heaton Nicholls Drive. The roadway have alternative routes hence traffic can be accommodated during construction.</li> </ul>
<b>Planning and programming</b>	<p>The construction programme is to indicate the:</p> <ul style="list-style-type: none"> <li>- Construction activities</li> <li>- Timeframes for each construction activity</li> <li>- Cash flows</li> <li>- Programme constraints</li> <li>- Milestones and contingency plans in case of deviation</li> <li>- Critical path activities</li> </ul>
<b>Software application for programming</b>	Programme is to preferably be prepared on Microsoft EXCEL.

TOPIC	COMMENTARY
<b>Quality management</b>	The contractor is to inform the employer of all critical activities such as concrete pouring, portal culvert installation, roadworks and gabion works in order for the employer to delegate a representative to inspect the quality as per the municipal standards.
<b>Format of communications</b>	<p>The contract shall utilize emails particularly with regards to important contract activities including:</p> <ul style="list-style-type: none"> <li>- Site instructions and photographs pertaining to site instructions</li> <li>- Variation orders</li> <li>- Request for amended construction programme</li> <li>- Request for meetings</li> <li>- Extensions of time (if applicable)</li> </ul> <p>(and all other notices that require formal requests and formal acknowledgements as per GCC 2015)</p> <p>Photographs of the works (including site instructions) shall be shared either via email or cellphone and recorded by the employer’s representative.</p>
<b>Key personnel</b>	The contractor is to submit an organogram at the beginning of the contract with all key personnel. The contractor is to re-submit the organogram if any changes are encountered during the project.
<b>Management meetings</b>	The project shall consist of progress meetings which are to be held on a monthly basis subject to the state of works. There may be further progress meetings in case of slow progress or claims.
<b>Forms for contract administration</b>	The contract shall utilize GCC 2015 AND SANS 1921-1, SABS 1200 A
<b>Daily records</b>	The contractor is to submit a formal daily site diary of the works performed.
<b>Professional indemnity insurances</b>	The contractor is to resolve all sureties and insurances before the commencement of the project.
<b>Payment certificates</b>	The contractor and employer’s representative are conduct measurements on site which are to then be signed by both parties upon agreement. Thereafter, a payment certificate will be produced.



## **C3.2: PROJECT SPECIFICATION**

### **PREAMBLE**

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

### **C3.2.1 GENERAL**

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

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

##### **PS.1.1 Preliminary Programme**

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

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

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

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

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

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

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

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

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

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

### **PS.1.3 Requirements for Accommodation of Traffic**

#### **PS.1.3.1 General**

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

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

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

#### **PS.1.3.2 Basic Requirements**

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

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

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

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

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

### **PS.1.3.3 Traffic Safety Officer**

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

### **PS.1.3.4 Payment**

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

### **PS.1.3.5 Pedestrian Movement**

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

### **PS.1.3.6 Temporary Reinstatement**

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

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

## **PS.2 SERVICES**

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

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

The Tenderer's attention is drawn to the numerous existing services in the area. All services, as reflected on eThekweni's GIS System, should be shown on the construction drawings. It should be noted, however, that the information reflected on the drawings is based on data available at the time of preparing the drawings and that additional services could have subsequently been installed. The positions shown on the drawing must therefore be regarded as an approximation and it is essential that GIS be inspected prior to any excavation being carried out.

All known existing services have been indicated on the drawings. The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur. Relocation of services shall generally be carried out by the relevant services organisation.

The following existing services are known to exist in the vicinity of the proposed works.

- Overhead Electricity Cables
- Neotel Cables
- Eskom Cables
- Telkom Cables
- Municipal Watermains
- Municipal Sewers
- Municipal Stormwater Pipes, Manholes and Catchpits

### **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 coordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

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

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

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

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

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

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

Services affected by the contract are described as follows:

- PS.3: Watermains;
- PS.4: Sewers;

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

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

#### **PS.2.4 Accommodation of Services**

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

### **PS.3 WATERMANS**

#### **PS.3.1 General**

The contractor is to ensure existing water mains are located, exposed, supported, and protected when trenching and constructing of new sewer pipeline. The contractor shall be liable for any costs incurred due any damages to services

Note: It is important to briefly describe the work envisaged and the time required for this work where other organisations are involved. Particular attention should be paid to tie-ins to the existing live mains which normally have to be done by the Water Supply Branch even if the installation of the new main is included in the contract.

#### **PS.3.2 Water Main Valve Access**

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

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

#### **PS.3.3 Restriction on Compaction Equipment**

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

in the vicinity of the watermains.

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

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

## **PS.4 SEWERS**

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

### **PS.4.1 Blockage of Foul Water Sewers**

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

## **PS.5 STORMWATER**

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.5.1 Blockage Stormwater Sewers**

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

## **PS.6 ELECTRICAL PLANT**

### **PS.6.1 General**

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekweni Electricity's work gangs, or agents appointed by them, whilst the

excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekwini Electricity throughout the contract.

**PS.6.2 Street Lighting**

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

**PS.6.3 MV / LV Cables**

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

**PS.6.4 Relocation of Existing Services**

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

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

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

**PS.8 CCTV PLANT**

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

**PS.9 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following:

**PS.9.1 Natural Vegetation**

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

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

**PS.9.2 Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all



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

### **PS.9.3 Environmental Management Plan**

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

## **PS.10 OCCUPATIONAL HEALTH AND SAFETY**

### **PS.10.1 General Statement**

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

- Potentially dangerous existing services i.e. water mains, Telecommunication services, fibre Optic cables, stormwater pipelines and electrical high voltage cables - buried and overhead.
- Potentially harmful gasses and effluent when tying into the existing sewer mains.
- Potentially harmful gasses and effluent when dealing with sewage flows whilst connecting to the existing sewer.
- Deep excavations in soils requiring shoring.
- Potential collapsing of the graves due to poor workmanship during excavations and shoring.
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services.
- Exposure to possible injuries due to mishandling or failure of power and hand tools,
- Risks related to general safety and security on site.
- Handling materials.
- Dealing with traffic, most importantly during the construction of road crossings.

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

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

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

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

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

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

At tender stage only a brief overview of the Tenderer's perception on the safety requirements for

this contract will be adequate. This will be attached to T2.2: Contractor's Health and Safety Plan.

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

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

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

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

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

A generic plan will not be acceptable.

### **PS.10.3 Cost of compliance with the OHS Act Construction Regulations**

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

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

## **PS.11 SITE SECURITY**

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

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

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

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

Payment for this item shall be made under Section 1, Part AB of the Bill of Quantities as a PC Sum. Contractor is to submit monthly documentation for payment to the security company.

## **PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

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

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

The following KPIs will be applicable to this contract:

- a) Time Management
- b) Financial Management
- c) Quality Management
- d) Implementation of the Occupational Health and Safety Management
- e) Implementation of the Environmental Management Programme
- f) Meeting Subcontracting Targets
- g) Adherence to specification

## **PS.13 COMMUNITY LIAISON OFFICER AND EMPLOYMENT OF LOCAL LABOUR**

### **PS.13.1 COMMUNITY LIAISON OFFICER**

The ward councillors of **ward 18** work is to identify a community liaison officer's (CLO's) for the project who must represent both the Community and Clients criteria and make the persons known to the Contractor within two days of being requested to do so.

**Allowance has been made for multiple (more than one) CLO for the duration of the project. The payment of the CLO will be paid under the corresponding project(s) within their ward.**

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.

#### **PS.13.2 EMPLOYMENT OF LOCAL LABOUR**

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy “The use of CLOs and Local Labour”. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any **persons who reside within Ward(s) 18**. 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.

#### **PS.14 SURVEY AND ASSOCIATED WORKS**

##### **PS.14.1 SURVEY OF EXISTING SERVICES**

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catch pits and cable duct markers. The coordinates are to be submitted to the Employers Agent. Particular attention should be drawn to the following information which is required within two weeks of commencement.

##### **PS.14.2 RELOCATION OF SERVICES**

Where indicated, the Contractor will be required to relocate existing services under the supervision of the service provider. The unit rate shall include for the excavation for services;

relocation of services including haulage, placing of services at the new allocated area and backfilling of the service trenches.

The cost of operation includes the repair, relocation, lowering and installation of various services with materials provided by the eThekweni Water Department. It also includes providing services connection to houses and the appointment of a Metro approved plumber. The unit of payment shall be sum.

### **PS.14.3 SETTING OUT**

1. The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.
2. After compliance by the Engineer with the provisions of Sub-Clause (1), the Contractor shall be responsible for the true and proper setting out of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Engineer shall not relieve the contractor of his responsibility for the correctness thereof.

### **PS.14.4 AS BUILT DRAWINGS**

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

- (a) A list of surveyed co-ordinates of all work carried out.
- (b) The survey must include:
  - All new works carried out
  - A list of co-ordinates of different services which are newly installed, relocated or existing.
  - A coordinated list of all catchpits, manholes and headwalls, gabion and reno-mattresses structures newly constructed, modified or existing.
  - A list of surveyed co-ordinates of all retaining walls, dwellings, fencing and services within the vicinity of the works.
- (c) Materials As-Built records captured as per the eThekweni Municipality Materials As-Built record template
- (d) Hard copies in A0 paper, and a coordinated soft copy of the survey in .dxf/.dwg/.dr4 format.

The Survey for, and Preparation of As-Built drawings is to be done by professionally registered Surveyor in accordance to the eThekweni Municipality, Land Surveying Branch: Engineering Surveys standard. The guide lines and examples are available. (See [http://www.durban.gov.za/City\\_Services/engineering%20unit/Surveying\\_Land\\_Information/Page\\_s/default.aspx](http://www.durban.gov.za/City_Services/engineering%20unit/Surveying_Land_Information/Page_s/default.aspx))

The contractor must also give the Employers Agent a materials as-built spreadsheet in the format approved by the Senior Manager of the Coastal Stormwater Catchment: Stormwater Division – City Engineers. The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Employers Agent.

An allowance has been made for the payment for the item as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

#### **PS.14.5 ADDITIONAL SURVEY**

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

#### **PS.14.6 ACCURACY**

Accurate control of line and level shall be provided by the Contractor at all stages of construction. In respect of the road itself, control shall be at 20 m intervals or closer intervals as may be directed, by the Engineer, for horizontal and vertical curves. Wherever necessary, but particularly on completion of the fill and the base, the Contractor shall re-establish stake-line pegs at sufficiently close intervals to determine accurately the position of the edges of the base, surfacing and especially kerbing, guardrails and other road elements permanently visible.

The setting-out of work will not be measured and paid for directly, and compensation for the work involved in setting out will be deemed to be included in the rates tendered for all items in the Bill of Quantities for which setting out is required.

#### **PS.14.7 ADDITIONAL SETTING OUT**

Further to PS.14.2,

The contractor shall conduct additional setting out to fix the control points on site.

### **PS.15 DIVERSIONS AND CONTROLS**

#### **PS.15.1 STREAM / WATER DIVERSIONS**

An item has been provided in the BOQ for the deviation of the river / watercourse during construction of the outfall culvert extension. The method to be utilised by the Contractor must not be contrary to the EIA and current best Environmental practices.

The Contractor shall be responsible for the design, installation and removal on completion of any coffer-damming, protection works, river diversions and dewatering so required during the construction process. The method to be utilised by the Contractor must be approved by the Engineer and the Environmental Control Officer. Notwithstanding the aforementioned, the Contractor will accept full responsibility for the method adopted by himself.

The item is scheduled as a sum item of which 50% will be at the start of the deviating of the watercourse, a further 25% will be paid during the construction of the culvert and the balance of 25% will be paid once the works for the culvert is completed and the deviation of the stream is removed and the river / watercourse is returned to its normal position.

An item has been included in the Bill of Quantities for the cost of a cofferdam and the contractor shall allow in his rate for the design, installation, maintenance and removal of all sheet piling, walings, bracing etc., protective works, building up of sand, and all components necessary for the performance of such coffer-dam. No sheet piling shall be allowed to remain left in position.

The contractor shall apply suitable, effective drainage methods for preventing the ingress of water into excavations and to keep them dry. The drainage measures, with the exception of pumping,

shall be maintained until the backfilling has been completed. Between the various construction stages pumping may be interrupted in consultation with the engineer. Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

## **PS.15.2 ROAD DEVIATIONS AND TRAFFIC CONTROL**

- (a) Further to the provisions in clause PS.1.3.1. Allowance has been made in the Bill of Quantities for deviations varying from Type A, Type B, Type C depending on the location of the works. Costs of any other deviations required by the Contractor shall be included in the rates tendered.
- (b) Deviations required by the Contractor shall comply with the requirements of AB.7 Details shall be submitted to the Employers Agent for approval at least two weeks in advance of date on which it is anticipated that work on the deviation will commence.
- (c) On deviations provided in terms of (b) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.
- (d) Unless indicated otherwise over the entire length and for the duration of the contract, traffic is required to be accommodated in both directions at all times. The Contractor shall ensure that the full width of the road, or a width of road approved by the Employers Agent, is available for traffic during the peak traffic periods (i.e. 07:00 - 09:00 and 16:00 to 18:00).
- (e) At all times signposting shall be detailed in the part of this document: "Safety in Road Construction".

## **PS.16 ADDITIONAL ITEMS**

The Contractor is to note additional items which are required for this contract. These items are to be priced separately and are subject to the approval of the Engineer.

The unit of measure is sum. If required, payment for the above will be made under the applicable items as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

## **PS.17 TESTING**

### **PS.17.1 TESTING**

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

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

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

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

#### **PS.17.2 TESTING REQUESTED BY EMPLOYERS AGENT**

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

#### **PS.18 CIDB BUILD PROGRAMME**

##### **a) CIDB Skills Standard**

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

##### **b) CIDB Indirect Targeting Standard**

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Subcontracting requirement** relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

#### **PS.19 APPROVED TIP**

The approved tip is the Municipal refuse dump/Landfill at Bisasar Road, Springfield or Landfill Road, Marianhill Park, Pinetown. The Contractor will be permitted to dump material at this site, free of charge, provided the following requirements are fulfilled :-

- The Contractor shall obtain a completed authorisation form from the Development Engineering Department for this purpose, beforehand.
- Each truck from the contract site shall present a completed authorisation form upon arrival at the tip site.
- The Contractor shall obtain a new authorisation form for each day he intends to dispose of material at the tip site.

Should the Contractor fail to comply with these requirements, charges to dump material may be levied, for which the Contractor shall not be reimbursed.

The Contractor may only use other land as a tip site with the PRIOR WRITTEN PERMISSION of both the landowner and the Engineer. The Contractor may be required to provide proof as to where material is being dumped. Weigh bridge slips will be the only acceptable proof in the case of the Municipal tip site.



**PS.20 SUPPLY AND HIRE SPECIALIST EQUIPMENT FOR THE DETECTION OF UNDERGROUND SERVICES AND MAKE SAFE**

This clause does not relieve the contractor of any obligation as detailed in PS.2.2 & Clause 4.17 of SANS 1921-1. In addition, the Contractor shall supply and provide specialised equipment for the detection of underground services. The measurement and payment of this item shall be lump sum.

**PS.21 PROVISION OF TEMPORARY SUITABLE ACCESS TO THE SITES OR WORKING AREA INCLUDING A LEVEL WORKING PLATFORM**

The contractor shall occupy only such grounds as necessary to carry out the work. He shall provide and maintain such access to the various sections of the work as he requires for the proper execution of the work. All fences and other structures that have been damaged or interfered with by the contractor shall be restored to a condition at least equivalent to their original condition. The access shall be maintained for the full duration of the project and de-established to pre-existing conditions or better. The measurement and payment of this item shall be lump sum.

**PS.22 SUPPLY OF PLANT, MATERIAL AND LABOUR**

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

**PS.24 BARRIERS FOR ACCOMMODATION OF TRAFFIC**

The contractor shall use New Jersey barriers, steel barriers or similar products as approved by the Employers Agent. Barriers shall also be suitable for the use under Highway / high volume and high speed conditions. The contractor must also allow for the installation and removal of the barriers, and the movement of barriers to different works areas as required for the duration of the works

**C3.3: STANDARD SPECIFICATIONS**

**USE THIS C3.3 IF THE STD. ENGINEERING SPECIFICATIONS ARE APPLICABLE**

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

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
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		
F	Protection Works	July	1992
PB	Pavement Layers of Gravel Material		
PC	Stabilisation of Gravel Base		
PD	Surface Treatment: Modified Binder		
PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
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 EL	Dumprock Subgrade Improvement
PS F	Protection Works
PS PB	Pavement Layers of Gravel Material
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

## **PS.AB GENERAL SPECIFICATIONS**

### **INDEX**

- PS.AB.2.2 CONTRACTOR'S CAMP SITE AND DEPOT
- PS.AB.2.3 ACCOMMODATION OF EMPLOYEES
- PS.AB.2.4 POWER SUPPLY, WATER AND OTHER SERVICES
- PS.AB.5 NOTICE BOARD
- PS.AB.6 TESTING

### **PS.AB.2.2 CONTRACTOR'S CAMP SITE AND DEPOT**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

#### **(a) Contractor's Camp Site / Store Yard**

The recommended position of the camp site/store yard will be pointed out by the Engineer. However the Contractor may, if he prefers to have a camp site at another location of the work, site it elsewhere provided that he first obtains the written permission of the landowner, and subsequently the Engineer, to do so.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor. In addition to the requirements of SABS 1200A Clause 8.3.2.2 the following conditions shall also apply:

- i. None of the existing roads shall be damaged in any way.
- ii. No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- iii. No electrical facilities exist on site.
- iv. (iv) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

### **PS.AB.2.3 ACCOMMODATION OF EMPLOYEES**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed. The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

## **PS.AB.2.4 POWER SUPPLY, WATER AND OTHER SERVICES**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be. (a) Water for Works. The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract. (b) Power Supply for Works The power supply authority is eThekweni Electricity Service Unit. The Contractor will be responsible for arranging for whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

## **PS.AB.5 NOTICE BOARD**

The typical notice board layout is given in Part C3.6.1. The following requirements shall apply with regards to the notice board. The M.T.A.B. Section of the Notice Board is not required.

## **PS.AB.6 TESTING**

The Tenderer's attention is drawn to clause AB.6 where it states that the Contractor is responsible for site control testing to confirm that all related site work is in accordance with the specification.

All testing shall be undertaken at a SANAS accredited Specialist Materials Testing Laboratory

The cost of this testing is covered under Part AB in the Schedule of Quantities. If the results of the control testing are in order the Engineer may authorise the Contractor to proceed without further testing.

Acceptance testing is undertaken by the Roads Department –

- (a) When requested by the Contractor or;
- (b) At the discretion of the Engineer after reviewing the results of the control testing.

Should the acceptance tests indicate that the work is not to specification, the cost of any retest by the Engineer shall be to the Contractor's account. The cost has been determined at R1000,00 per set of tests and shall be deducted from any payments due to the Contractor under Part AB, in the Schedule of Quantities.

The Contractor is to include in his rates for testing of all concrete items in accordance with clause C.7 of the Durban Standard Engineering Specifications

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## **PS.B SITE CLEARANCE**

### **INDEX**

PS.B.1	GENERAL CLEARANCE AND GRUBBING
PS.B.2	REMOVAL OF EXISTING FENCES
PS.B.4	REMOVAL OF BRICKWORK
PS.B.5	DEMOLITION OF MANHOLES AND INLETS
PS.B.6	STORMWATER CLEANING
PS.B.8	REMOVAL OF ROADWAY TO TIP
PS.8.9	REMOVAL OF EXISTING SIDEWALK TO TIP

### **PS.B.8.2 GENERAL CLEARANCE AND GRUBBING**

The unit of measurement is the square metre (m<sup>2</sup>). No deductions will be made for buildings and structures, but the area does not include existing hardened areas, which will be paid under a separate item. Clearance and grubbing quantity shall be agreed and determined prior to clearance. The rate shall cover the cost of clearing the surface, litter, building material and boulders up to 0,15 m<sup>3</sup> in size, grubbing of vegetation and tree stumps

### **PS.B.8.5 REMOVAL OF EXISTING FENCES**

The unit of measurement is the metre (m). The rate shall cover the cost of taking down the fence, removing all its components such the fence posts, sorting, loading, transporting, off-loading and stacking all material on site and backfilling of cavities left as a result of the removal of the fence posts

Further to the provisions on clause B.8.5. If the fence is damaged, a new fence is to be supplied and installed as per Part F item 1 and as per Engineers' instructions.

### **PS.B.8.9 REMOVAL OF BRICKWORK**

The unit of measurement is cubic metre (m<sup>3</sup>) net in place before demolition. The rate shall cover the complete demolition of the structure and associated works and disposal of the material to an approved tip. Backfilling of any resulting cavities shall be paid for under clause B.8.21.

### **PS.B.8.14 REMOVAL OF ROADWAY TO TIP**

The unit of measurement shall be cubic metre (m<sup>3</sup>) and the rate shall include for materials, labour and plant necessary for the careful removal of the asphalt/concrete roadway together with the layer works, removing debris, loading, transportation and spoiling at the approved tip.

#### **PS.B.8.15 REMOVAL OF EXISTING SIDEWALK TO TIP**

The unit of measurement shall be square metre (m<sup>2</sup>) and the rate shall include for materials, labour and plant necessary for the careful removal of the existing sidewalk, complete with the layer works, and if present concrete channel/fillet and kerbing or asphalt haunching removing debris, loading, transportation and spoiling at the approved tip.

#### **PS.B.8.23 REMOVAL OF CAST IRON COVERS**

The unit of measurement shall be number (No.) and the rate shall include for the labour and plant necessary for the careful removal of the cast iron covers, loading and either :

- (a) storing on site for re-use, or;
- (b) transporting to the Municipal store at Alice Street and off-loading, or;
- (c) transporting to the approved tip and dumping.

#### **PS.B.9 DEMOLITION OF MANHOLES AND INLETS**

The unit of measurement shall be number (No.) and the rate shall include for the labour, plant and material necessary for:

- a. Breaking down brickwork to 1 m below formation level;
- b. Sealing the incoming and outgoing pipes with concrete;
- c. Backfilling with clean, coarse sand and compacting to 95% MOD AASHTO;
- d. Storing manhole covers on site for re-use or spoiling to tip.

#### **PS.B.10 STORMWATER CLEANING**

The unit measurement shall be the length (m) of pipe cleared.

Upon instruction from the engineer, the existing stormwater pipe crossings (all sizes) that are blocked with sand and debris shall be cleared and cleaned thus ensuring smooth, uninterrupted flow of stormwater. The rate tendered shall include the disposing of the excavated material to spoil.

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## **PS.DA EARTHWORKS BULK**

### **INDEX**

PS.DA.1 IMPORTED FILL

PS.DA.2 DISPOSAL OF UNSUITABLE MATERIAL

PS.DA.3 GEOFABRIC BLANKET

### **PS.DA.8.3 EXCAVATION OF MATERIAL FROM SITE**

(a) Further to Clauses DA.8.1 and DA.8.3 Tenderer's are to note that the measurement of excavation of material on site is based on the cut volumes in place before excavation between the original ground levels after stripping of topsoil and the top of earthworks calculated from cross sections as described in Clause DA.8. No allowance will be made for bulking or shrinkage and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill.

(b) The nature of the roadworks is such that a considerable amount of the excavation shall be in restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.

(c) The Contractor's attention is drawn to the presence of watermains and various other services in the road reserve area. The Contractor shall limit the size and type of construction plant used in this area so as not to damage these existing services. Any damage to the existing services due to the size and type of construction plant used will be to the Contractor's account. Furthermore, it is stressed that existing services must be proved, as described in PS.3, prior to the commencement of construction works in any specific area.

No additional payment will be made for compliance with this clause and Tenderer's shall include in the relevant rate for all extra plant, labour and materials required to work in these areas.

### **PS.DA.8.4 IMPORTED FILL**

Notwithstanding Clause DA 8.4, it is the Contractor's responsibility to obtain suitable fill material for the contract from a site/s of his choice. The rate tendered for this item shall be inclusive of all haulage costs and royalties.

The imported fill material shall be suitable material as defined in clause AB.1. The unit of measurement shall be m<sup>3</sup>. Payment will be made immediately after the contractor has produced suitable testing results for the material acquired and such material has been delivered to site.

### **PS.DA.8.9 FORMATION**

Formation shall be defined as the surface to the underside of the 150 mm G7 layer specified in the pavement design as processed to the tolerances as defined in DA.5.5. The top surface of the 150 mm G7 layer shall not be defined as Formation. The Tenderers shall make full allowance in the Formation rate for areas of formation in cut or where the fill layer thickness is less than 150



mm as no separate payment will be made for these conditions.

#### **PS.DA.8.11 DISPOSAL OF UNSUITABLE MATERIAL**

Further to the provisions in clause DB.8.8. The unit of measurement for this item shall be the cubic metre (m<sup>3</sup>) and the volume of material shall be measured in the canal trench and computed from the pay trench width, the depth of unsuitable material excavated, and the length specified. The unit rate for the disposal of unsuitable material or surplus material resulting from excavations and clearance shall cover all plant, equipment, and labour for the removal of unsuitable material.

It shall also include for:-

- d) Loading, haulage, deposition at disposal site and spreading
- e) Allowing for bulking or shrinkage of material and wastage.
- f) All haulage and royalties are in excess of more than 1km radius from site.

#### **PS.DA.8.12 RESTRICTED EXCAVATION**

The nature of the roadworks is such that the greater part of the excavation shall be considered to be in semi-restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.

### **PS.DB EARTHWORKS FOR PIPE TRENCHES**

#### **INDEX**

- PS.DB.1 SAFEGAURDING OF EXCAVATIONS
- PS.DB.8.8 DISPOSAL OF UNSUITABLE MATERIAL
- PS.DB.3 GEOFABRIC BLANKET

#### **PS.DB.1 SAFEGAURDING OF EXCAVATION, BACKFILLING AND REINSTATEMENT OF TRENCHES (CLAUSE DB.5.3.2)**

Further to and notwithstanding the requirements of the Departmental Specification, Part DB, the following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:

1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation (TLB, heavy duty excavators, woodpeckers, jackhammers / breakers) to ensure that this unsuitable material does not contaminate other materials suitable for reuse.

2) It is anticipated that a significant portion of the material excavated for trenches in existing natural ground is likely to be classified as "Intermediate to Hard" in terms of Part DB of the Departmental Technical Specification, and that blasting methods will NOT be employed to facilitate excavation. Tenderers are to note that the rate tendered shall be inclusive of all work or operations necessary to excavate backfill, spoil or stockpile the material either using extra plant ie. TLB, heavy duty excavators, woodpeckers, jackhammers / breakers.

3) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. If necessary and required, an item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractors tendered rate for this item shall include for stockpiling if deemed necessary.

4) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating

5) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width as defined in specification Clause DB.6.1 - must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

6) The precautions for excavations as specified in the relevant clauses in this section shall apply to all trench excavations. The contractor or his agent or his representative shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1.0m deep and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support shoring or bracing to be designed and constructed by the contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

All excavation areas are to be barricaded to the satisfaction of the engineer. All costs arising from these requirements are to be included in the relevant rates for the excavation.

The contractor shall note that this clause does not relieve him of any obligations

The measurements for excavation shall be as depicted on the schedule of quantities with deductions for manholes. In addition, trench depth will be measured vertically on the centre-line of the pipeline from the existing ground level to the invert level. No additional payment will be made for compliance with this clause and Tenderer's shall include in his/her relevant tendered rates for all extra plant (TLB, heavy duty excavators, woodpeckers, jackhammers / breakers), labour and materials required to work in these intermediate to possibly hard areas for the excavation of material from site.

#### **PS.DB.8.8 DISPOSAL OF UNSUITABLE MATERIAL**

Further to the provisions in clause DB.8.8. The unit of measurement for this item shall be the cubic metre (m<sup>3</sup>) and the volume of material shall be measured in the canal trench and computed from the pay trench width, the depth of unsuitable material excavated, and the length specified. The unit rate for the disposal of unsuitable material or surplus material resulting from excavations and clearance shall cover all plant, equipment, and labour for the removal of unsuitable material.

It shall also include for:-

- d) Loading, haulage, deposition at disposal site and spreading
- e) Allowing for bulking or shrinkage of material and wastage.
- f) All haulage and royalties are in excess of more than 1km radius from site.

#### **PS.DB. GEOFABRIC BLANKET**

The geofabric to stone bedding must comply with Clause PG.3.8 of Part PG: Non-Pressure Pipelines and Precast Concrete Culverts. The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for its supply, laying, joining, cutting and waste.

#### **PS.DD EARTHWORKS FOR STRUCTURES**

#### **INDEX**

##### **PS.DD.8.6 LATERAL SUPPORT**

##### **PS.DB.8.6 LATERAL SUPPORT**

The Contractor shall be responsible for the design, installation, maintenance and removal of whatever temporary works are necessary to support the face of the excavated ground to ensure the safety of workmen and to secure any structure, roads, services or private properties adjacent to the excavations.

The design of the ground support system shall be carried out by a registered Professional Engineer and where applicable it shall be in accordance with the requirements of "Civil Engineering code of practice No. 2 : Earth Retaining Structures" published by the Institution of Civil Engineers : London or "Code of practice on Lateral Support in Surface Excavation" published by the South African Institution of Civil Engineers.

Working drawings/sketches shall be submitted to the Engineer not less than 14 days prior to the commencement of construction. Approval by the Engineer shall not relieve the Contractor of his responsibilities with regard to the safety of the excavations or adjoining structures and any failure of the sheet piling, wailings, ground anchors, soil nails etc., shall be rectified by the Contractor at his own cost.

Any struts, wailings or braces associated with the ground support system shall be so positioned that they do not encroach onto or through the permanent works.

The ground support system, excluding ground anchors or soil nails, shall be completely removed after completion of the permanent works.

The unit of measurement shall be sum. Payment shall be made throughout the period that lateral support is used, the amount per month being the rate (sum) divided by the time in months that the lateral support system will be in use.

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**PS.EB GRADED CRUSHED STONE**

**INDEX**

PS.EB.1 SAW CUT ROAD

**PS.ED.1 BASE AND SUB-BASE**

(a) Details of the source of the supply of the base and sub-base material are required by the Engineer before roadworks commence. A Certificate of Acceptance for these layers will only be issued by the Engineer when levels and densities are correct.

(b) The material for the graded crushed stone base shall conform to the requirements for a G2 graded crushed stone material as described in TRH 14 and will be subject to the prior approval of the Engineer's Representative.

(c) The material for a graded crushed stone sub-base shall conform to the requirements for a G5 graded crushed stone material as described in TRH 14 and will be subject to the prior approval of the Engineer's Representative.

(d) The material for a natural gravel sub-base shall conform to the requirements for a G7 natural gravel material as described in TRH 14 and will be subject to the prior approval of the Engineer's Representative. No additional payment shall be made for restricted conditions, and the Tenderer shall therefore make due allowance in the rate for the graded crushed stone layer for any additional work (including hand work) required to place, spread, process and compact the layer in restricted conditions

**PS.ED ROAD ASPHALT**

**INDEX**

PS.ED.8.5 SAW CUT ROAD

PS.ED.8.6 PRIMING

PS.ED.9 SMOOTHNESS APPLICABLE TO WEARING COURSE (CLAUSE ED.6.2)

PS.ED.10 RESTRICTION ON PLACING OF ASPHALT

PS.ED.11 PATCHING OF EXISTING SURFACE

PS.ED.11.1 Construction

PS.ED.11.2 Measurement and Payment

PS.ED.12 WEARING COURSE – HOT/WARM MIX ASPHALT MIXES AND DESIGN

PS.ED.13 ASPHALT PRODUCTION

PS.ED.14 LAYING OF ASPHALT

**PS.ED.8.5 SAW CUT ROAD**

The Contractor shall cut with a diamond cutter a neat uniform line 60 mm deep along the edge of the road where directed by the Engineer. Thereafter the remaining depth of road may be cut by pneumatic hand tool. The unit of measurement shall be the metre (m) and the rate shall be inclusive of all labour, plant and material required for the works and shall cover the overall depth of cut.

**PS.ED.8.6 PRIMING**

The unit of measurement shall be square meter (m<sup>2</sup>). After the issue of the Certificate of Acceptance referred to in Part AA.EB.2, the sub-base shall then be primed with an Inverted Emulsion Primer conforming to S.A.B.S. 1260 of 1979 and applied at the rate of 0,6 l/m<sup>2</sup>.

**PS.ED.9 SMOOTHNESS APPLICABLE TO WEARING COURSE (Clause ED.6.2)**

The smoothness applicable to the wearing course shall be that specified in Clause ED 6.2(b). A Category "C" Road is required

**PS.ED.10 RESTRICTION ON PLACING OF ASPHALT**

The Contractor shall, wherever possible, complete the earthworks and compaction to sidewalks prior to the laying of the wearing course on the adjacent section of road so as to prevent construction plant and equipment from damaging the freshly laid wearing course.

**PS.ED.11 PATCHING OF EXISTING SURFACE**

Where existing roads are to be patched, or prior to resurfacing existing roads, those areas of the existing asphalt pavement which require patching will be marked by the Engineer.

**PS.ED.11.1 CONSTRUCTION**

In the areas to be patched the in-situ asphalt surfacing shall be removed to a depth of 100 mm. The sides shall be cut vertically with the edges square. The exposed surface shall be swept of all loose material, a tack coat applied to the bottom and sides and then patched with asphalt base course. After compaction the surface of the patch shall be flush with the adjacent road surface.

**PS.ED.11.2 MEASUREMENT AND PAYMENT**

The unit of measurement shall be the square metre (m<sup>2</sup>) and the rate shall include for removal of the in-situ layers, trimming the sides, compaction, application of the tack coat, supply and laying of the asphalt, loading and haulage to the tip of excess material.

**PS.ED.12 WEARING COURSE: HOT/WARM MIX ASPHALT MIXES AND DESIGN**

**PS.ED.12.1 Asphalt Mix Requirements**

There are a total of 9 mixes required:-

- 9 sand skeleton mixes (i.e. continuously graded mixes)

The required asphalt mixes are depicted in Table 5. However, traffic condition risk profiles require additional higher levels of design for particular mixes (Table 6).

<b>Sand Skeleton Mixes (Sa)</b>		Nominal Maximum Particle Size		
		10.0	14.0	20.0
Traffic Condition Category				
S	Standard Conditions	Sa-S10	Sa-S14	
H	Heavy Conditions	Sa-H10	Sa-H14	Sa-H20

V	Very Heavy Conditions		Sa-V14	Sa-V20
E	Extreme Conditions		Sa-E14	Sa-E20
Design Level	Mix Types			
Level I	Sa-S10, Sa-S14			
Level II	Sa-H10, Sa-H14, Sa-H20, Sa-V14, Sa-V20			
Level III	Sa-E14, Sa-E20			

**Table 5 Asphalt Mix Requirements**

Traffic Volume (million E80's)	Traffic Condition Category		
	Traffic Speed (km/h)		
	< 20	20 - 70	> 70
< 3	H	S	S
3 to 10	V	H	H
10 to 30	E	V	V
> 30	E	E	E

**Table 6 Traffic Condition Risk Profiles**

The typical use of various mix types and mix NMPS is portrayed in Table 7..

Asphalt Mix Use			Mix Type
Mix Nominal Maximum Particle Size (NMPS)			
10.0	14.0	20.0	
Patching/ Handwork	X	X	Sa
Wearing Course (Paved)	X	X	Sa, SMA
X	Base Course (Paved)		Sa, EME

**Table 7 Typical Mix Use**

**PS.ED.12.2 Asphalt Mix Design**

Asphalt mix designs are required for every mix supplied. Mix designs for each mix type are to be conducted in accordance with the guidelines noted in Table 8.

Sand Skeleton Mixes	Sabita Manual 35	Design and use of asphalt in road pavements
Stone Mastic Asphalt (SMA)	Sabita Manual 35	Design and use of asphalt in road pavements (Appendix B)
Enrobé à Module Élevé (EME)	Sabita Manual 33	Interim design procedure for high modulus asphalt

**Table 8 Asphalt Mix Design Guideline Documents**

The mix design process shall consist of a laboratory design and a plant trial. Once satisfied that the laboratory design and plant trial meet the specified mix requirements, the contractor is to

document the final mix parameters (i.e. the Job Mix Formula (JMF)). These parameters will be used for production quality control and acceptance purposes (see Table 9).

Grading
Voids in the Mix (@ design compaction)
Binder Content

**Table 9 Mix Parameters for the Job Mix Formula**

The contractor shall also include the following “mix characteristics” as a part of his mix design submission :-

- A unique identification number for every mix design
- The binder storage constraints (e.g. maximum storage times, etc.)
- The type of modifier used and the modified binder characteristics to TG1 (if applicable)
- Binder classification in terms of the SA PG Binder Classification System
- Whether the asphalt mix is using a Warm Mix Asphalt technology/additive. The contractor shall comment on any modifications to the “standard” mix design process consequential to the use of the Warm Mix Asphalt technology/additive.
- The maximum mix temperature in the truck at the exit from the plant (in line with industry norms)
- The minimum mix temperature in the truck on delivery (in line with industry norms)
- The minimum recommended mix temperature for compaction of the mix on site (in line with industry norms)
- Comment on any asphalt mix characteristics that should be brought to the attention of the asphalt paving/laying team on site (e.g. EME asphalt mix longitudinal joint construction)

Should substantial changes to material types and properties occur, the asphalt mix designs for affected mixes shall be reviewed and where necessary re-constituted and re-submitted for approval.

### **PS.ED.12.2.1 Sand Skeleton Mixes**

Designs of sand skeleton asphalt mixes are to be conducted in accordance with the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements”. Designs are to be conducted in accordance with the appropriate level (i.e. I, II and III) as indicated in Table 5.

#### **PS.ED.12.2.1.1 Level I Design**

The Level I design is aimed primarily at verification of the mix volumetrics. However, a Level I design is a pre-requisite for the Level II and III designs.

Asphalt mixes shall achieve the volumetric criteria noted in Table 11 at the compaction effort noted in Table 10 with a design air void content of 4%.

Traffic Condition Category <sup>1</sup>	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N <sub>design</sub>

Standard (S)	75+45	75
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**Table 10 Volumetrics Compaction Requirements (Level I)**

	NMPS		
	10	14	20
VMA (min.)	15	14	13
VFB	65 - 75	65 - 75	65 - 75

**Table 11 Mix Design Requirements (Level I)**

Asphalt mixes designed at Level I shall meet the requirements for the empirical performance tests noted in Table 12.

Test	Requirement	Test Method
Modified Lottman (TSR)	0.8 min.	ASTM D 4867 M
Indirect tensile strength (@ 25°C)	900 kPa - 1 650 kPa	ASTM D 6931-07
Dynamic creep (@ 40°C)	10 MPa min.	CSIR RMT 004
Water permeability	0.1mm/s - 4 mm/s	EN 12697-19
Air Permeability (@ 7% Voids) (x 10 <sup>-8</sup> cm <sup>2</sup> )	1.0 max.	TRH 8 App C
Marshall Stability, Flow and Quotient	Report	SANS 3001-AS2

**Table 12 Empirical Performance Tests (Level I)**

**PS.ED.12.2.1.1.1 Particular Mix Requirements – Mix Sa-S10**

Mix Sa-S10 is to be utilized for lightly trafficked residential streets and patching (handwork). Due attention should be paid to the recommendations of Sabita Manual 27 “Guidelines for thin hot mix asphalt wearing courses on residential streets “ in the design of mix “Sa-S10”. The additional mix characteristics noted in Table 13 are also required.

	NMPS
	10
Filler/Binder Ratio (Max.)	1.3
Binder Film Thickness (Min.)	7.5

**Table 13 Mix Design Requirements**

**PS.ED.12.2.1.2 Level II Design**

The compaction requirements for the Level I design as a precursor to the Level II performance design shall be as noted in Table 14. The design air void content shall be 4%.

	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
Traffic Condition Category <sup>1</sup>	No. Blows	N <sub>design</sub>
Heavy (H) & Very Heavy (V)	-	100

**Table 14 Volumetrics Compaction Requirements (Level II)**



In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level II shall meet the performance characteristics noted in Tables 15 and 16.

Property	Test conditions	Specification	Test method
Workability	Superpave gyratory compactor - air voids after 25 gyrations (max.)	7%	ASTM D 6925
Durability	Modified Lottman test conditions (min.)	0.8	ASTM D 4867M
Stiffness/ (dynamic modulus)	AMPT dynamic modulus @ 20°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79
Permanent deformation	HWTT at relevant number of passes	See Table 16	AASHTO T 324
Fatigue	Four-point beam fatigue test @ 10°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600µε	Report	AASHTO T 321

**Table 15 Performance Tests (Level II)**

Temperature Zone	HWTT Specification	
PG 58 Zone	6mm Rut	Stripping Point
No. of Passes (Min.)	16 000	10 000

**Table 16 Hamburg Wheel Tracking Test Specifications**

### PS.ED.12.2.1.3 Level III Design

The compaction requirements for the Level I design as a precursor to the Level III performance design shall be as noted in Table 17. The design air void content shall be 4%.

Traffic Condition Category <sup>1</sup>	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N <sub>design</sub>
Extreme (E)	-	125

**Table 17 Volumetrics Compaction Requirements (Level III)**

In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level III shall meet the performance characteristics noted in Tables 15 and 16 with the additional test temperatures for Stiffness and Fatigue as indicated in Table 18.

Property	Test conditions	Specification	Test method
Stiffness (dynamic modulus)	AMPT dynamic modulus @ -5, 5, 20, 40, 55°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79

Fatigue	Four-point beam fatigue test @ 5, 10 and 20°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600µε	Report	AASHTO T 321
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**Table 18 Additional Temperatures for Stiffness and Fatigue Tests (Level III)**

**PS.ED.12.2.2 Warm Mix Asphalt**

Should a Warm Mix Asphalt be used in the mix, the mix design shall incorporate the use of such a technology/additive in the mix design process. Any consequential deviations from the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements – Appendix B”, Sabita Manual 33 “Interim design procedure for high modulus asphalt” or standard industry practice shall be brought to the attention of the Roads Provision Department and shall be documented in the mix design report.

**PS.ED.12.2.3 Mix Design Approval**

No mixes may be supplied without approval of the mix design by the Senior Manager : Pavement & Geotechnical Engineering, Roads Provision Department.

The contractor shall label every mix design with a unique identification number to facilitate traceability of mixes using the mix design.

**PS.ED.12.2.3.1 Mix Design Approval Process**

The contractor shall submit his proposed mix design to the Roads Provision Department for acceptance of the mix design at least 2 weeks prior to initial supply of any particular mix.

Upon request by the Roads Provision Department, the contractor shall also supply samples of raw materials. The minimum sample sizes shall be 50 kg for each aggregate type/size and 5 litres of bitumen/binder. The contractor shall also supply any other relevant information as may be requested.

Once satisfied with the content of the mix design, the Senior Manager : Pavement & Geotechnical Engineering (or his nominee) will give signed approval for the mix.

**PS.ED.12.2.4 Mix Design Review**

Every mix design is to be reviewed at least annually or whenever there is a substantial change to material types and properties. The review should include verification of the asphalt mix through testing of at least the following characteristics:-

- Binder compliance with SANS 4001-BT1
- Modified binder compliance with TG1
- Binder classification in terms of the SA PG Binder Classification System
- Aggregate and filler compliance with Table 1
- Aggregate BRD, ARD and water absorption
- Mix binder content
- Mix BRD and MTRD and voids
- Particular mix type characteristics
  - Sand skeleton mixes
    - Level I design mix volumetrics
      - All requirements in Table 11 and Table 13 (as applicable)
    - Level I design mix performance characteristics
      - All requirements in Table 12

- Level II design mix performance characteristics (Table 15)
  - Workability
  - Durability
  - Permanent deformation
- Level III design mix performance characteristics (Table 15)
  - Workability
  - Durability
  - Permanent deformation

## **PS.ED.13 ASPHALT PRODUCTION**

### **PS.ED.13.1 Mixing Plant**

Asphalt shall be manufactured through a batch-mixing or drum-mixing plant (approved by the Roads Provision Department) such that the requirements of this specification can be met in full. The plant shall be operated and kept in a well maintained condition as directed by the Quality Management System. Records of such maintenance shall be made available on request.

All cold aggregates shall be stockpiled in a manner that precludes the possibility of aggregate contamination. At the very least aggregate stockpiles shall be physically separated on concrete slabs. Undue wetting/saturation of (particularly fine) aggregates shall also be prevented through covering (particularly fine) aggregate stockpiles with reinforced waterproof covers at all times when mixing is not in progress. Natural sand aggregates shall be pre-screened through a 13 mm screen before being fed into the cold feed hoppers.

Sufficient binder storage tanks shall be provided to ensure that adequate reserves are maintained for each binder type held without risk of contamination of binders. Binder storage tanks shall be heated in such a manner that the binder is not degraded during heating. The tanks shall also incorporate a circulating system for the binder.

The plant control panel shall enable the plant operator to have simultaneous view of the critical components of the plant inclusive of :-

- Binder storage temperature
- Cold hopper feed settings
- Hot aggregate bin masses (as appropriate)
- Binder feed rate
- Plant speed (as appropriate)
- Mixing temperature

The plant and its operation shall also conform to the requirements of the following legislation:-

- Occupational Health and Safety Act
- National Environmental Management : Air Quality Act

### **PS.ED.13.2 Quality Control**

The quality of mix produced shall be monitored as directed in the contractor's Quality Management System. The asphalt mix constituents (i.e. binder and aggregates), and the asphalt mix produced shall be checked for compliance and consistency on a regular bases through routine process control testing. The results of such testing shall be available for review by the Roads Provision Department at all times.

### **PS.ED.13.3 Quality Management System**

The Quality Management System (QMS) should include documentation outlining the asphalt mix design process, the annual mix review process and processes pertaining to delivery of the asphalt mix.

The QMS shall also include any agreed frequency of split sampling of either raw mix constituents or asphalt mixes (prepared as agreed) with the Roads Provision Department. Such samples are to be delivered to the eThekweni Municipality’s Bitumen and Asphalt Laboratory located at the Roads Provision Asphalt Plant in uMhlathuzana Road. All samples shall be adequately and uniquely labeled so that the location of any related mix is readily traceable.

The QMS shall also document the processes to be followed whenever a deviation from specifications is identified. The Contractor shall provide full rectification of any work undertaken with such asphalt mix or materials.

Where applicable, testing is to be conducted using the SANS 3001 series of test methods.

The plant laboratory should be SANAS accredited for the tests undertaken. However, should the laboratory not be SANAS accredited, the Roads Provision Department will need to approve the laboratory for any test result to be considered valid.

In line with these processes, the QMS should include as a minimum per mix design, the material characterisation tests included in Table 21.

Quality Control Tests		Minimum Test Frequency	
Binder	Penetration	Every batch delivered	
	Softening Point	Every batch delivered	
	SA PG Binder Classification	1 per 3 months	
Aggregate	Coarse Aggregate	Aggregate Grading	Every batch delivered
		Flakiness Index (Max.)	1 per month
		Aggregates BRD, ARD and Water Absorption	1 per month
		ACV, 10%FACT	1 per month
		Polished Stone Value (Coarse Aggregates)	1 every year per stone type and source
	Fine Aggregate	Aggregate Grading	Every batch delivered
		Aggregates BRD, ARD and Water Absorption	1 per month
		Sand Equivalent (Fine Aggregates)	Every batch delivered
		Methylene Blue Adsorption Value	1 per month
Asphalt Mix	Temperature of Mix	In the truck at the exit weighbridge	Every load
		In the truck at the point of delivery	Every load
	Bitumen Content	1 test per 200 tons of output or part thereof per day	

	Extracted Mix Aggregate Grading Analysis	1 test per 200 tons of output or part thereof per day
	Voids Analysis (Bulk Relative Density and Maximum Theoretical Relative Density)	1 test per 200 tons of output or part thereof per day

**Table 21 Test Frequencies**

**PS.ED.13.2.2 Process Control**

The mix temperature of the mix taken in the truck at the exit to the plant shall not exceed the value stated in the mix design. Furthermore, the temperature of the mix taken in the truck on delivery shall not be less than the value stated in the mix design.

Quality checks on mix production will be based on the Job Mix Formula (JMF) for the approved mix design. Tolerances on variation from the JMF are given in Table 22.

		Permissible Deviation from JMF (%)		
		Individual Results	Average of 3 Consecutive Results	
Aggregate Fraction - Grading	Sieve Size (mm)	28	± 5.0	± 3.0
		20	± 5.0	± 3.0
		14	± 5.0	± 3.0
		10	± 5.0	± 3.0
		7.1	± 5.0	± 3.0
		5	± 4.0	± 2.5
		2	± 4.0	± 2.5
		1	± 4.0	± 2.5
		0.6	± 4.0	± 2.5
		0.3	± 3.0	± 2.0
		0.15	± 2.0	± 1.5
		0.075	± 1.0	± 1.0
Voids in the Mix (@ design compaction)		± 1.5	± 1.0	
Binder Content		± 0.3	± 0.2	

**Table 22 Mix Production Property Limits**

All process control testing undertaken by the contractor shall be signed off by the responsible person identified in the QMS and shall be made available to the Roads Provision Department.

- All process control test results shall be referenced back to the unique Mix Design reference number.
- Mix extraction gradings shall be made available within 48 hours of the asphalt being manufactured.
- Binder content and void content shall be made available by 08:00am on the day following manufacture of the asphalt.

Should the test results not be provided as required or should the results fall outside the applicable specifications, the Roads Provision Department reserves the right to suspend any supply until the results are produced and the mix is accepted.

The Contractor shall be responsible for rectification of any work completed (or partially completed) with asphalt mix that does not meet the specification to the satisfaction of the Roads Provision Department. The processes related to the rectification of such work shall be outlined in the QMS.

### **PS.ED.13.2.3 Acceptance Testing**

After reviewing the results of the process control testing, the Roads Provision Department may elect to conduct their own testing of the binder, aggregates or asphalt mix produced. A copy of test results will be submitted to the Contractor as soon as they are available.

Should the acceptance tests indicate that the mix (or any part thereof) is not to specification, the cost of any re-test by the Council shall be to the Contractor's account and shall be deducted from any payments owed to the Contractor.

### **PS.ED.13.2.4 On-Site Mix Problems**

The contractor shall also make himself available on site should the workability and compaction of the mix during the paving/laying operation be problematic in order to assist in troubleshooting the cause of such problems. If the root cause of the problem is related to the asphalt mix design, the contractor shall re-evaluate his mix design to correct such issues and re-submit his mix design for approval.

## **PS.ED.14 LAYING OF ASPHALT**

- (a) The Contractor shall supply the Engineer with the name of the asphalt Sub-Contractor before asphalt is laid.

The asphalt shall be laid by an approved paving machine. Hand-laying shall be permitted at the Engineer's discretion when the area involved is small. The asphalt shall not be laid if its temperature is below 140°C.

The asphalt shall be rolled in accordance with the method described in chapter VI of the Asphalt Institute Paving Manual (MS-8). The density of the layer shall satisfy the following:

$X \geq 93\%$  Maximum Theoretical Relative Density (Rice S.G) + 0.5 S where:-

X - arithmetic means of densities

S - standard deviation

and the maximum density at any point shall not be greater than 97% MTRD

An acceptance certificate for this layer will be issued by the Engineer's inspector when all requirements have been met.

- (b) In the event that there is a dispute between the Contractor and Council's test results, the layer shall be tested in accordance with Clause 6.5 of SANS 3001-AS10:2011, irrespective of the % voids, to determine its density.

- (c) Further to Clause ED.8.1, the rate tendered shall include for all extra work required to lay and compact the asphalt base and make-up courses in restricted areas.

## **PS.EF      KERBS AND HAUNCHES**

### **INDEX**

PS.EF.8.3 ADDITIONAL CONCRETE TO KERB FOUNDATION

PS.EF.8.4 EXCAVATION FOR KERB AND CHANNEL / FILLET IN EXISTING ROAD LAYER

### **PS.EF.8.3    ADDITIONAL CONCRETE TO KERB FOUNDATION**

The rates tendered for kerbs Type A and B shall be based on the minimum dimensions indicated on Standard Drawing no. 38577. Where the asphalt layers necessitate an increase in the kerb foundation thickness, the supply of this additional concrete shall be paid for separately. The unit of measurement shall be the cubic metre (m<sup>3</sup>) and shall cover the supply and placing of the concrete, compaction and any formwork that may be required.

### **PS.EF.8.4    EXCAVATION FOR KERB AND CHANNEL/FILLET IN EXISTING ROAD LAYERS**

The unit of measurement shall be the cubic metre (m<sup>3</sup>). The rate shall include all the materials, labour and plant necessary to cut two parallel joints in the existing road surfacing layer and scabble the existing G2 Graded Crushed Stone layer the width of the kerb base to be laid, the excavating, loading and transporting of surplus material as instructed by Engineer. The payment depth shall be 50 mm. Over-excavation is likely to occur and this is to be made up in mortar (3 sand, 1 cement ) Further to the above the rate tendered shall include for all additional mortar required to make up the over-excavated areas.

## **PS.EG      SIDEWALKS, FOOTPATHS and MEDIANS**

### **INDEX**

PS.EG.3 SCOOP AND ACCESS HARDENING CONSTRUCTION

### **PS.EG.3      SCOOP AND ACCESS HARDENING CONSTRUCTION**

The Tenderer's attention is drawn to the various types of pavement construction for the various types of access. The type of construction applicable to a particular scoop shall either be indicated on the relevant drawings or shall be indicated in writing by the Engineer on site.

## **PS.EH      STEEL GUARD RAILS**

### **INDEX**

- PS.EH.1 STEEL GUARD RAILS
- PS.EH.2 REFLECTIVE PLATES

### **PS.EH.1 STEEL GUARD RAILS**

Where required by the Engineer, steel guard rails shall be installed in accordance with the details on standard drawing No. 38580.

- (a) The unit of measurement shall be the linear metre of guard rail shall cover the following: • all bolts, nuts, washers; • hot-dip galvanizing as specified; and • supply of pre-curved rails where necessary.
- (b) End wings shall be measured separately, and the rate shall include all bolts, nuts and washers and hot-dip galvanizing as specified.
- (c) Precast concrete posts including bolt holes, reinforcement, excavation, 50 mm concrete blinding, compaction of backfill shall be measured for each unit post number

### **PS.EH.2 REFLECTIVE PLATES**

The rate shall cover the cost of supplying all materials and labour required to manufacture, paint and fix the reflector plates, as specified in the project specification or shown on the drawings

## **PS.EL DUMPROCK SUBGRADE IMPROVEMENT**

### **INDEX**

- PS.EL.3 DUMPROCK SUBGRADE IMPROVEMENT
- PS.EL.9 METHOD STATEMENT
- PS.EL.10 TRIAL LAYER

### **PS.EL.3 DUMPROCK SUBGRADE IMPROVEMENT**

Clause EL.3 shall be amended to read as follows:

The dumprock shall consist of fresh to slightly weathered ungraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mudrocks shall not be accepted.

Dumprock shall have a maximum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be ungraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site.

Dumprock shall have a minimum 10% FACT value of 100 KN when dry and 40 KN when tested drained after 24 hours soaking

Notwithstanding Clause EL, after vibratory techniques are used on the dump rock, a thickness of varying thickness between 300mm to 1000mm, as directed by the Engineer on site, must be achieved. A graded crushed stone material must then be used to fill the voids between the dump rocks. This layer must be vibrated into the dump rock and the contractor will stop when the layer of dump rock will not accept any more stone. The measurement of the graded crushed stone will be per tally slip from the weighbridge and will be paid per tonne. A separate item will be scheduled



for this item in the BOQ.

Careful consideration must be used when choosing the type of compaction equipment required, as any damage to the surrounding buildings will be to the contractor's account. Dump rock as defined below is to be used as sub-grade improvement at the discretion of the Engineer after assessment of the prevailing ground conditions.

#### **PS.EL.9 METHOD STATEMENT**

The Contractor must provide a Method Statement of the manner in which the Dump Rock layer will be constructed and the precautions to be taken during construction which must then be approved by the by Senior Manager of the Pavement & Geotechnical Engineering eThekweni Municipality Roads Provision Department : Pavement & Geotechnical Engineering Branch, Presently Eric Lathleiff (03/11/2016). After the method statement has been approved, a trial layer must be constructed to demonstrate the Contractor's competence with regards to the construction of the Dump Rock layer, (Refer to PS.EL.3)

#### **PS.EL.10 TRIAL LAYER**

Prior to the commencement of the compaction and layering and filling of the layer the Contractor shall construct a section of trial layer to demonstrate his capability of constructing the layer in

#### **PS.EL.11 GEOFABRIC BLANKET**

The geofabric to stone bedding must comply with Clause PG.3.8 of Part PG: Non-Pressure Pipelines and Precast Concrete Culverts. The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for its supply, laying, joining, cutting and waste.

### **PS.F PROTECTION WORKS**

#### **INDEX**

PS.F.5 TOPSOILING

PS.F.3 RE-ERECT FENCE MATERIALS EXISTING ON SITE

#### **PS.F.9 TOPSOILING**

[Note this specification should only be used for 'special' areas defined by Parks Department].

The Contractor shall be required to supply suitable topsoil and compost from an off-site or commercial source. The topsoil and compost shall be mixed in a 2:1 ratio before spreading on the designated areas on site.

##### **PS.F.5.1 Materials**

(1) Topsoil

The soil shall be loamy with a well-defined crumb structure, neither too sandy nor too clayey. It shall contain evidence of fibrous plant roots and shall be free from perennial weed root stocks, stone, glass, metallic and plastic substances.

A 1 kg sample of the topsoil shall be submitted for approval to the Engineer 4 weeks before the top soiling operation commences.

(2) Compost

The compost shall consist of decomposed organic matter which should have been conditioned in storage piles under aerobic conditions for not less than 6 months, be moderately moist, but not waterlogged and of a short texture. It shall be free from perennial weed root stocks, glass, plastic material, stone, metals and noxious substances.

A 1 kg sample of the topsoil shall be submitted for approval to the Engineer 4 weeks before the top soiling operation commences.

**PS.F.5.2 Measurement and Payment**

The unit of measurement shall be the square metre (m<sup>2</sup>). Further to clause F.8.1 and F.8.2, the rate shall include for the purchase, supply, transport, mixing, distributing, spreading, trimming and finishing of the topsoil and compost mixture.

**PS.F.8.9 RE-ERECT FENCE MATERIALS EXISTING ON SITE**

Further to clause 8.8.

The unit of measurement shall be the metre (m).

The rate shall include for the concrete foundations, labour and plant necessary to re-erect the fence as specified in clause F.5.7 using materials stored on site

**PS.PG NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS**

**INDEX**

PS.PG.3	REUSE OF PIPE STORED ON SITE
PS.PG.3.5	SUBSOIL PIPES MATERIAL
PS.PG.12	SUBSOIL PIPES
PS.PG.2	SUBSOIL TERMINATION STUB
PS.PG.8.15	GEOFABRIC BLANKET

**PS.PG.8.2 REUSE OF PIPE STORED ON SITE**

This item shall be measured in meters (m)

Further to the provisions in Clause PG.8.2, the pipe shall be supplied from stockpile on-site. The rate shall also include the provisions of stockpile handling, labour, plant, equipment, and transportation necessary for the execution of the works.

### **PS.PG.3.5 SUBSOIL PIPE MATERIAL**

1) The following clause shall replace Clause PG.3.5. :

These shall be "Geo-pipe" plastic subsoil pipes complying with SABS 791 as amended.

Hole Size : 5 ± 1 mm Diameter

Diameter of Pipe : 100 ± 10 mm.

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

### **PS.PG.8.12 SUBSOIL PIPES**

1) Further to the provisions in PG.8.1, PG.8.12. The unit of measurement shall be linear metres (m)

The rate shall include for:

- a) Supply and placing sub-soil consisting of graded crushed stones G2 wrapped in geofabric blanket
- b) Positions and type of subsoil drains have not been shown on the plans but will be indicated on site by the Engineer. Subsoil drains shall be type A, B or C as detailed on standard drawing No. 38575. Subsoil pipes shall be "Geo-pipe" plastic pipes conforming to SABS 791. The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall in accordance with Clause PG 5.5, or into a special outlet structure as detailed on the project drawings

### **PS.PG.8.13 SUBSOIL TERMINATION STUB**

The final 1 metre length of the subsoil drain before the manhole/catch-pit shall be 100 mm diameter non-perforated U.P.V.C. pipe. The rate shall include for the supply and laying of the pipe, and for all work necessary to tie into the stormwater manhole/catch-pit

Where subsoil pipes require to be built into an existing stormwater inlet/manhole or headwall, the unit of measurement shall be number (No.) The rate tendered shall include for all labour and materials to construct the connection in accordance with Clause PG.5.5 and for trimming the geofabric at the connection.

This item shall be measured in numbers (no.) The rate include the supply, delivery, and installation of a stub end for the corresponding diameter specified on the bill of quantities with

flange, positioned within the manhole to anchor the pipe on steep slopes. It includes all materials, labour, plant, equipment, transportation on-site welding and secure connection as specified.

### **PS.PG.8.15 GEOFABRIC BLANKET**

The geofabric to stone bedding must comply with Clause PG.3.8 of Part PG: Non-Pressure Pipelines and Precast Concrete Culverts. The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for its supply, laying, joining, cutting and waste.

## **PS.PH MANHOLES AND APPURTENANT DRAINAGE WORKS**

### **INDEX**

PS.PH.5.5 MANHOLES AND INLETS

PS.PH.3.1 BRICKS

PS.PH.8.8 ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS

PS.PH.9 CONSTRUCTION OF MANHOLE/INLET OVER EXISTING STORMWATER PIPE

### **PS.PH.5.5 MANHOLES AND INLETS**

Tenderers are to note that manholes and inlets shall be measured according to type and varying depth only. The rate tendered for the manholes/inlets shall include for the different pipe sizes and benching configurations. The Contractor shall note that the rate for inlets shall include the cost of the graded channel in front of the inlet and / or splay and the cost of the transition kerb and channel upstream and downstream from each inlet. This will not form part of the payment for kerb and channel.

**Manholes:** The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the Standard Drawings and Specifications, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.

Standard drawings refer to drawing nos. 38570, 38571, 38572, 38573 and 38574.

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catch-pits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified. Unit of Measure: Number (No.) Refer to COTO A3.2.

**Inlets:** The tendered rate for these items shall be the number of complete manholes or inlet units

(as shown on the Standard Drawings and Specifications, including all concrete, blinding, brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.

Standard drawings refer to drawing nos. 38570, 38571, 38572, 38573 and 38574.

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified. Unit of Measure: Number (No.) Refer to COTO A3.2.

### **PS.PH.3.1 BRICKS**

Clause PH.3.1 first paragraph shall be replaced by the following: "Burnt clay masonry units for foul-water and stormwater sewer manholes, stormwater inlets and inspection chambers shall be Non-Facing Extra (NFX) with a nominal compressive strength of 14 MPa to S.A.B.S. 227:1986

### **PS.PH.8.8 ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS**

Further to the provisions in clauses PH.8.7, PH.8.8

#### **PS.PH.8.8.1 RAISING AND LOWERING**

Further to the provisions in clause PH.8.7. Alterations to stormwater structures for this contract may be divided into the categories specified on the bill of quantities.

#### **PS.PH.8.8.2 CONVERT EXISTING INLETS INTO A VARIATION OF INLETS**

Further to the provisions in clause PH.8.8. Where indicated, existing inlet shall be converted to an inlets as specified in the schedule of quantities. The unit of measurement shall be number (No.) and in addition to the plant, labour and materials required to alter the inlet, the rate shall include for: (a) disposal of any spoil/rubble to tip, (b) raising/lowering of the inlet cover by the specified depth from the original level, (c) supply and setting of the new inlet covers to the new levels.

#### **PS.PH.8.8.3 CONVERT EXISTING INLETS TO MANHOLES**

Further to the provisions in clause PH.8.8. Where indicated, existing inlets shall be converted to standard manholes as shown on Standard Drawing 38571. The unit of measurement shall be number (No.) and in addition to the plant, labour and materials required to alter the inlet, the rate shall include for: (a) disposal of any spoil/rubble to tip, (b) raising/lowering of the manhole cover

by the specified depth from the original level, (c) supply and setting of the new manhole covers and frames to the new levels. Separate items have been included in the Bill of Quantities to cover the different manhole types.

#### **PS.PH.8.8.4 BREAK INTO EXISTING BRICK MANHOLE/INLET FOR STORMWATER PIPE**

The unit of measurement shall be Number (No.). Separate items have not been scheduled for each diameter of pipe to be connected to a manhole. The unit rate for breaking into a brick manhole to connect a stormwater pipe shall include for all the materials, labour and plant necessary for :

- (a) The breaking into the existing manhole, including the demolition of the benching necessary to accommodate the pipe.
- (b) The building in of the stormwater pipe, including the re-shaping and making good of benching and the disposal of all resultant rubble to approved tip.

#### **PS.PH.9 CONSTRUCTION OF MANHOLE/INLET OVER EXISTING STORMWATER PIPE**

The unit of measurement shall be Number (No.) and shall be measured as an extra over to the standard manhole/inlet items.

The rate shall include for :

- (a) Breaking into the existing pipe.
- (b) Cutting and reinstating the ends of the existing pipe.
- (c) The restricted working around the existing pipe.
- (d) Disposal of any spoil etc., to the tip.

#### **PS.TB ROAD MARKING**

#### **INDEX**

#### **PS.TB.8.4 PLASTIC ROAD MARKING MATERIAL**

#### **PS.TB.8.5 LETTERING, SYMBOLS AND TRAFFIC ISLAND MARKING**

#### **PS.TB.8.4 PLASTIC ROAD MARKING MATERIAL**

Further to Clause TB.3.1(c) the plastic road marking material shall comply with the requirements of Specification BS.3262, 1987 Part 3.

(a) The material shall consist of a light-coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.

The approximate composition of the material as laid is dependant on the appropriate specification, but for example shall be:

Aggregate 40 parts  
Solid Glass Beads 20 parts  
Pigment and Extender 20 parts

Binder 20 parts

The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give an even line of good definition.

(b) Aggregate

The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.

(c) Reflectorisation

The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981), that is:

Sieve	% Retained
0,18 mm	0 - 3 0
,850 mm	5 - 20
0,425 mm	65 - 95
Below 0,425 mm	0 - 10

Minimum of spherical beads by number 70%

(d) Luminance The luminance factor of white SPRAYPLASTIC shall be not less than 70.

(e) Flow resistance

The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23 C (temperate grade) or 40 C (semi-tropical or tropical grades).

(f) Low Temperature Impact Resistance

SPRAYPLASTIC shall pass the impact test when tested at -10 C (temperate grade) or -1 C (semi-tropical or tropical grades).

(a) Abrasion resistance The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions.

**PS.TB.8.5 LETTERING, SYMBOLS AND TRAFFIC ISLAND MARKING**

Notwithstanding the requirements of Clause TB.8.1.2, traffic island marking shall be measured under Clause TB.8.1.1 lines.

### **C3.4: PARTICULAR SPECIFICATIONS**

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

C3.4.1 Part AH - OHS&A 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**

<b>Dwg No</b>	<b>Description</b>
74686	Heaton Nicholls Drive Layout Plan
74686	Heaton Nicholls Drive Long section
74686	Heaton Nicholls Drive Road Cross Sections
74686	Heaton Nicholls Drive Road Cross Sections 2
74686	Heaton Nicholls Drive Road Cross Sections 3


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

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

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


**C3.6: ANNEXURES**

**C3.6.1 NOTICE BOARD**



ENGINEERING UNIT  
ROADS PROVISION DEPARTMENT

PLAN DESCRIPTION	DWG. NO.
CONTINUED FROM	
CONTINUED ON	
CROSS SECTIONS	
TYPICAL CROSS SECTION	
SURVEY LAYOUT	



RESCALED PLAN USE SCALE BELOW  
BASED ON ORIGINAL PLAN

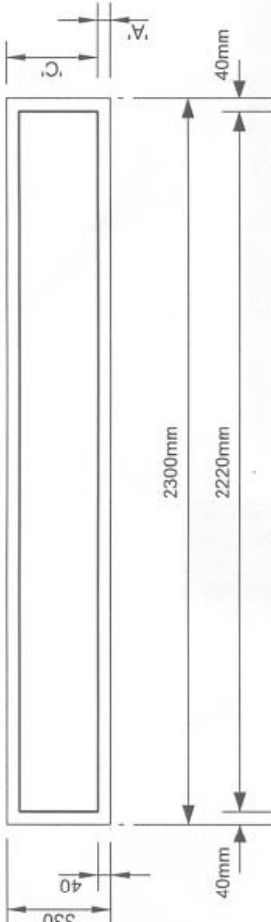
Rev.	Date	Description
C	15/05/2010	NAME CHANGE
D	27/08/2001	NAME CHANGE
E	14/03/2003	NAME CHANGE

Contract No	Project Title
	STANDARD DRAWING

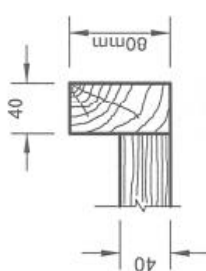
Drawing Title	Reference
TYPICAL NOTICE BOARD FOR ENGINEERING UNIT	

Scale	Reference	Date
		14/03/2003
Designed	Drawn	C.E.HONEY
Checked	Manager (RD)	
AM/PIETERS	Head: Engineering	
Drawing No	40137E	Sheet 1 of 1 Sheets

**HARDBOARD NOTICE BOARD FOR MTAB SUBSIDISED PROJECTS**




**DETAIL OF SURROUND**  
SCALE 1:5



**NOTES:**

- A. Raised surround painted white.
- B. White letters.
- C. Royal Blue background - Ref. Blue 0-013.
- D. Grey background - ref. Grey 8-089.
- E. White dividing lines.

The face to be tempered hardboard in one piece.  
The colour numbers refer to those on the colour cards of British Standard 2660 of 1955.



AS BUILT	
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**C3.6.1 RETURNABLE DOCUMENTS CHECKLIST**

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

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**



### **C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

### **C4.3 TEST RESULTS**

There are no specific test results.