



CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Transversal

DEPARTMENT

Office of the DCM: HSET

PROCUREMENT DOCUMENT

INFRASTRUCTURE

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

Contract No: 1S-29531

Contract Title: **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for South Region within eThekweni over 36 Month Period.**

Est. CIDB Grade/ Class: 8CE/GB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A compulsory clarification meeting will be held at Boardroom 213, 2nd floor on 02 July 2024 at [10.00am]. ETA Building: 30 Archie Gumede Place**

Queries can be addressed to: **Nkanyiso Manyathi**

The Employer's Agent's: **Tel: 031-322 9388**

Representative: **eMail: Nkanyiso.manyathi@durban.gov.za. Email Queries to be submitted by 18 July 2024 and consolidated answers to questions to be uploaded 25 July 2024.**

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 02 August 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Office of the DCM: HSET

Date of Issue: 21/06/2024

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INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1	Tender Notice and Invitation to Tender	
		T1.1.1	Tender Notice and Invitation to Tender	3
		T1.2	Tender Data	
		T1.2.1	Standard Conditions of Tender	5
		T1.2.2	Tender Data (<i>applicable to this tender</i>)	5
		T1.2.3	Additional Conditions of Tender	11
	Part T2	RETURNABLE DOCUMENTS		Page
		T2.1	List of Returnable Documents	16
		T2.2	Returnable Schedules, Forms and Certificates	18

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1	Form of Offer and Acceptance	
		C1.1.1	Offer	52
		C1.1.2	Acceptance	53
		C1.1.3	Schedule of Deviations	54
		C1.2	Contract Data	
		C1.2.1	Standard Conditions of Contract	55
		C1.2.2	Contract Data	55
		C1.2.3	Additional Conditions of Contract	61
	Part C2	PRICING DATA		Page
		C2.1	Pricing Assumptions / Instructions	66
		C2.2	Bill of Quantities (separate page numbering system)	68
	Part C3	SCOPE OF WORK		Page
		C3.1	Project Description and Scope of Contract	69
		C3.2	Project Specifications	74
		C3.3	Standard Specifications	89
		C3.4	Particular Specifications	92
	Part C4	SITE INFORMATION		Page
		C4.1	Locality Plan	103
		C4.2	Conditions on Site	102
		C4.3	Test Results	102

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Managing Contractor to implementation of Ward-Based Community Infrastructure Projects (CIP), for South Region within eThekweni over 36 Month Period.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Office of the DCM: HSET	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 8 CE / GB . The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	A compulsory clarification meeting will be held at Boardroom 213, 2nd floor on 14 March 2024 at [10.00am]. ETA Building: 30 Archie Gumede Place	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Nkanyiso Manyathi Tel: 031-322 9388 eMail: Nkanyiso.manyathi@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban An electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Technical Queries: Jabulani Chauke: 031-322 9535; email: Jabulani.chauke@durban.gov.za SSS Queries: Lindo Dlamini: 031-322 7133 / 7153 Email: selfservice@durban.gov.za	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 02 August 2024 at or before 11h00 .	F.2.15
Evaluation	The 90/10 Price Preference Point System, as specified in the PPPFA	F.3.11

of Tender Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause
Offers F.3.11 of the Tender Data for the **Specific Goal(S)** for the awarding of
Preference Points, and other related evaluation requirements.

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Office of the DCM: HSET**

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

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - a) The Employer's current (as at advertising date) Supply Chain Management Policy.
 - b) The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - c) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - d) The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - e) SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - f) Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and employer's agent: The Employer's Agent's Representative is:

Nkanyiso Manyathi

Tel: 031-322 9388

eMail: Nkanyiso.manyathi@durban.gov.za

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.
- (h) The minimum number of evaluation points for Quality is 60. Only those tenders who achieve the minimum number of points will be eligible to have their tenders evaluated further.

- (i) The tendering entity does not comply with the minimum requirements of the eThekweni Transport Authority (ETA) Radical Economic Transformation Specification (RETS).

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the eThekweni Municipality Central Supplier Database or be in a position to be so before the award.

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

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

The following are to be noted:

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

F.2.1.2 Eligibility: CIDB

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8 CE / GB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are required 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.
- (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 **8 CE / GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

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

In addition to the above, a 50% CPG is applicable to the contract value (excluding PC Sum items and Fixed Cost allowances); (Note that the CPG requirement is applicable to works undertaken by both the Lead and CPG partner/s). The 50% CPG shall be achieved using locally ward based contractors in order to promote targeted enterprise development.

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

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

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

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders 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 may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting:

A compulsory clarification meeting will be held at Boardroom 213, 2nd floor on 14 March 2024 at [10.00am]. ETA Building: 30 Archie Gumede Place

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

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

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

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

- Contract No. : **1S-29531**
- Contract Title : **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for South Region within eThekweni over 36 Month Period.**

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

**The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban**

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

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

- Date : **Friday, 02 August 2024**
- Time : **11h00**

F.2.16 Tender offer validity: The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

F.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in T2.2 of this procurement document.

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

Tenderers are to include, at the back of their tender submission document, a printout of the

required documents/ certificates.

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Reference is also to be made to returnable form T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

Compensation Commissioner

Reference is also to be made to returnable form T2.2.13: "Eligibility: Registration with Compensation Commissioner".

The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Reference is also to be made to returnable form T2.2.14: "Eligibility: CSD Registration Report".

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

Separate CSD Registration Reports are required for each entity in a Joint Venture.

CIDB Registration

Reference is also to be made to returnable form T2.2.15: "Eligibility: Verification of CIDB Registration and Status".

Registration with the CIDB must be reflected as "Active" at time of tender closing.

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

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda: Add the following paragraph: “Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2 Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **60 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as **specified in T1.2.3.6: “Additional Conditions of Tender”**.

Preference Point System

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

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE WITH FUNCTIONALITY** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 4.1.

Preference Points

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

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

• **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	2.4
	Greater or equal to 51% and less than 100%	4.8
	Equals 100%	6
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	0.8
	Greater or equal to 51% and less than 100%	1.6
	Equals 100%	2
Maximum Goal Points:		8

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

1. w1 = 75%, w2=25%, w3=0% (where: w1 + w2 + w3 = 100%)

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

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

7. RDP Goal: The promotion of South African owned enterprises

Goal Weighting: 20%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekwin Municipality Website) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20
Not within in South Africa	0
South Africa	0.5
KwaZulu Natal	1
eThekwin Municipality	2
Maximum Goal Points:	2

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

1. CSD report

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

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

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

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

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Training and Mentoring Program/Methodology

Detailed Methodology on Training and Mentoring ward-based subcontractors. The methodology addresses **ALL** (but is not limited to) of the following:

- Organisation structure to execute training and monitoring
- Empowerment strategies
- Possible training programs
- Mechanisms of managing staff, plant and equipment resources
- Recognises shortfalls of skills
- **Demonstrate with ONE example of previously completed successful program.**

T1.2.3.6 Functionality Specification

Functionality Evaluation is applicable in this contract

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

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		35
Project Organogram and Experience of Key Staff	Project Manager	15
	Site agent	10
	4 X Foremen (2.5 points each)	10
Preliminary Programme		10
Construction Methodology and Quality Control.		20
Maximum possible score for Functionality (M_s)		100

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

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

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

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	Experience of Tenderer on similar projects
Project Organogram and Experience of Key Staff	- Proposed Organisation and Staffing - Key Personnel - CV's with Experience of Key Personnel
Preliminary Programme	Preliminary Programme
Construction Methodology & Quality Control	- Construction Approach, - Methodology, and Quality Control - Schedule of Proposed Subcontractors - Plant and Equipment

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

- **“Successfully completed”** implies a project has been completed on time and to specification;
- **“Similar nature”** implies projects that were of a value of at least 70% of this tender’s value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;
- **“Accredited degree / diploma”** implies a minimum 3-year qualification within the built environment, from a registered University or **University of Technology**.

Criterion: Tenderer’s Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination of, new road construction, road widening/upgrade projects, intersection improvements, gravel to surface road upgrades, access road upgrades major parking areas and works done for parks and recreation, water and sanitation, human settlements, Roads Provision and eThekweni transport authority	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>4 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>5 + projects</u> of a similar nature within the past 10 years and submitted a minimum of 6 completion certificates (or Reference letters indicating completion) per project

Note:

“Similar projects “will be assessed against the following criteria:

- Nature of experience is similar to the scope of this tender

“Successfully Completed “implies:

- The project has been completed on time (or as agreed by client) and specification or to specification (or as agreed by client)
- Completion certificates per project

Criterion: Project Organogram and Experience of Key Staff			
Note: "Accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or University of Technology, Qualification documents to be submitted.			
	PROJECT MANAGER	SITE AGENT	FOREMAN
Level 0	Criteria 1: No information provided OR submission of no substance / irrelevant information provided OR Criteria 2: Less than 1 year experience post BSC Civil Eng or BTech Civil Eng AND does not have PMP Registration or SACMP Registration	Criteria 1: No information provided OR submission of no substance / irrelevant information provided. OR Criteria 2: Less than 1 year experience in the built environment (Construction Contracts)	Criteria 1: No information provided OR submission of no substance / irrelevant information OR Criteria 2: Less than 1 year experience in the built environment (Road Construction Contracts)
Level 1	Minimum 2 year's experience post BSC Civil Eng or BTech Civil Eng	Minimum 2 years' experience in the built environment (Construction Contracts)	Minimum 2 year's experience in the built environment (Road Construction Contracts)
Level 2	Minimum 4 years' experience post Professional Registration (Pr. Eng., or Pr Tech Eng)	Minimum 3 years' experience in the built environment (Construction Contracts)	Minimum 3 years' experience in the built environment (Construction Contracts)
Level 3	Minimum 6 years' experience post Professional Registration (Pr. Eng., or Pr Tech Eng)	Minimum 6 years' experience in the built environment (Construction Contracts)	Minimum 6 years' experience in the built environment (Road Construction Contracts)
Level 4	Minimum 8 years' experience post Professional Registration (Pr. Eng., or Pr. Tech Eng)	Minimum 8 years' experience in the built environment (Construction Contracts)	Minimum 8 years' experience in the built environment (Road Construction Contracts)

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

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

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 as required.

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	19
T2.2.2	Certificate of Attendance at Clarification Meeting	21
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	232
T2.2.4	Contractor's Health and Safety Declaration.....	23
T2.2.5	MBD 4: Declaration of Interest.....	25
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million.....	27
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	28
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	31
T2.2.9	MBD 9: Certificate of Independent Bid Determination	34
T2.2.10	Joint Venture Agreements (if applicable)	36
T2.2.11	Record of Addenda to Tender Documents (if applicable).....	37

Eligibility

T2.2.12	Eligibility: Declaration of Municipal Fees	38
T2.2.13	Eligibility: Registration with Compensation Commissioner	39
T2.2.14	Eligibility: CSD Registration Report	410
T2.2.15	Eligibility: Verification of CIDB Registration and Status	41

Technical or Functionality Evaluation

T2.2.16	Experience of Tenderer	42
T2.2.17	Proposed Organisation and Staffing	44
T2.2.18	Key Personnel.....	45
T2.2.19	Experience of Key Personnel.....	46
T2.2.20	Preliminary Programme	47
T2.2.21	Construction Approach, Methodology, and Quality Control	48
T2.2.22	Schedule of Proposed Subcontractors	49
T2.2.23	Plant and Equipment.....	50
T2.2.24	Contractor's Health and Safety Plan	51

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 20 to 38.

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekwinini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	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.
2.1		
2.2		
2.3		
2.4		
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 Record in the service of the state (Insert on a separate page if necessary)

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

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

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

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

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

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

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

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- 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.
- 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.
- 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.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission 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:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause T1.2.3.6 of the of the Conditions of Tender.

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

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

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

Declaration by Tenderer

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

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

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7
3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.	

3.8 Are you presently in the service of the state?

Circle Applicable	
YES	NO

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	<table border="1" style="width: 100px;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100px;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100px;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100px;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100px;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

Reference is to be made to Clause F.3.11 of the Tender Data.

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value of more than R50 000 000 (all applicable taxes included).

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

90 / 10 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	6	
Ownership Goal: Gender (female)	2	
RDP Goal: The promotion of South African owned enterprises.	2	
Total CLAIMED Points (20 Maximum)		

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

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

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

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

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

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

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.

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission 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:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.

Failure to include the required document will make the tender submission 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:

T2.2.14 **ELIGIBILITY: CSD REGISTRATION REPORT**

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

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

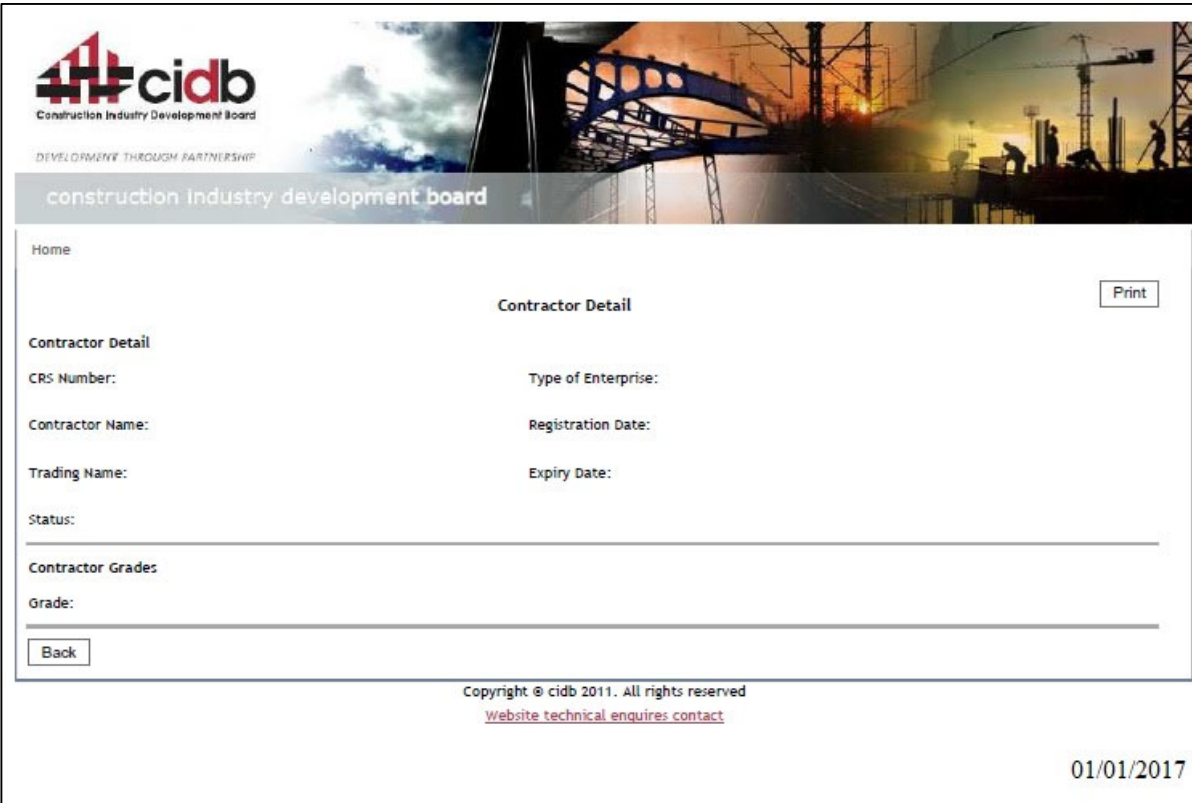
T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

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

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

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



The screenshot shows the CIDB website interface. At the top is the CIDB logo with the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. Below this is a navigation bar with 'Home' and 'construction industry development board'. The main content area is titled 'Contractor Detail' and includes a 'Print' button. The form contains fields for 'CRS Number', 'Type of Enterprise', 'Contractor Name', 'Registration Date', 'Trading Name', 'Expiry Date', 'Status', and 'Contractor Grades'. A 'Back' button is at the bottom left. The footer includes 'Copyright © cidb 2011. All rights reserved', a link for 'Website technical enquires contact', and the date '01/01/2017'.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

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

[illegible]

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.

Date _____

=====

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

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

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

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

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

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

<i>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>

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

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

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

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

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:

T2.2.19 EXPERIENCE OF KEY PERSONNEL

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

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

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

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

Each CV should be structured under the following headings:

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

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:

T2.2.20 PRELIMINARY PROGRAMME

Refer to Clause T1.2.3.6 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

Note: The programme must be based on the completion time as specified in the Contract Data.

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:

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

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

Quality Control

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

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

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:

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

[illegible]

Attach additional pages if more space is required

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.

Date _____

SIGNATURE:

T2.2.23 PLANT and EQUIPMENT

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause **T1.2.3.6** for Functionality Points evaluation prompts (if applicable).

A site-specific health and safety plan and risk assessment is required to be submitted at tender stage (to be attached to this page).

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

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

<i>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>

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: **1S-29531**

Contract Title: **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

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

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

1) All works: **52 weeks per financial year**

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Programme Manager: **Office of the DCM: HSET**

- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15% contingencies**.
- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).
- Note:
- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
 - ii) "experience" implies experience on projects of a similar nature.
 - iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.
- 5.3.1 The **documentation required** before commencement with Works execution are:
- **Health and Safety Plan** (refer to PS.10.2.2)
 - **Initial Programme** (refer to PS.1.1)
 - **Security** (refer to PS.11)
 - **Insurance** (refer to Clause 8.6.1.1.2, Clause 8.6.1.1.3, Clause 8.6.1.2, Clause 8.6.1.3, Clause 8.6.1.4, Clause 8.6.1.5)
 - **CPG Implementation Plan** (if applicable)
- 5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.
- 5.3.3 Add the following paragraph:
- "If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."
- 5.4.2 The **access and possession of Site** shall not be exclusive to the Contractor but as set out in the **Site Information**.
- 5.8.1 (5.1.1) The **non-working days** are **Saturdays and Sundays**.
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 5000** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: R10 000 000.00**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000 000**
- Maximum first excess: **R 50 000**

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 10 000 000**
- 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: **R50 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: **R500 000**
- Maximum first excess: **R 50 000**

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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1.2.1.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

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The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

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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 Central Region Ward(s) in which the works has been undertaken**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **50%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% black** owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Copy of ID
- Copy of employment contract
- Any other information required by the Employer, as may be stipulated by the Employer, to report on FTEs and claim benefit of such reports
- Disability (y / n)
- Education Level

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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.

C.1.2.3.7 **CONTRACTOR PARTICIPATION GOAL (CPG) SPECIFICATION**

C1.2.3.7.1 With reference to project description and scope of contract, the following key points are key components of the RETS:

- The department seeks to deliver the road infrastructure projects through a suitable implementation mechanism which allow emerging ward-based sub – contractors to be part of projects being implemented in their wards, preferably the development of more established black owned contractors to allow such progress to higher CIDB grades.
- It must be noted that, due to the nature of the works and targeted enterprises, the equipment hire, cashflow issues etc.
- In executing the project, the contractor will be required to provide necessary 'on jobs 'training and supervision, to ensure the sub-contractors are able to execute the necessary works and benefit through exposure to best principles in areas including, but not limited to:
 1. Technical implementation
 2. Works programming and scheduling
 3. Estimates, tendering and pricing.

NOTE: A comprehensive training and mentoring program / methodology must be adhered to
- With regards to the above statement:
 - The contractor shall undertake a tender process in line with section 217 (1) of the SCM Policy so as to ensure that fair opportunity is provided to all qualifying entities. Although it should be noted that the intention of this contract is to empower sub – contractors who may have sufficient tendering experience, it is the duty of the contractor to ensure the ward – based contractor is tendering with similar notions as the main contractors.
 - The threshold for the rates submitted by the sub – contractor shall not be lower than 5% below the tendered rates i.e Main Contractor Rate = R100/m therefore an acceptable rate provided by the sub – contractor is R95/m (no rate below R95/m) shall be acceptable.
- It is a condition of the contract that the contractor supplies the information related to the employment of the sub-contractors on this contract to the employer
- The contractor shall be fully responsible for the management of all sub – contractors appointed.
- The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub – contractors is conversant on the requirement thereof.

C1.2.3.7.3 Ward Based CPG – Required upon Contract Award

A minimum of 50% CPG is applicable to the contract value (Tender value excluding PC Sum items, Fixed Cost allowances and VAT). The 50% CPG must be achieved using local (viz. ward based) contractors, from the immediate ward within which the works are being undertaken in the first instance. A minimum of one project per ward shall be executed via a CPG contractor and the first project in the ward shall be executed via the CPG contractor, unless the Engineer authorizes otherwise. At no stage should the work undertaken by the main contractor exceed the work undertaken by the subcontractor.

In the event that suitable/qualifying contractors cannot be found within the immediate ward, such may be drawn from adjacent wards (all wards directly touching the immediate ward) and, as a last option, from any ward within the region defined in this tender. The contractor will require Client approval in each instance.

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

- Companies on the Municipality's CPG database,

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

CPG may be obtained across the entire value chain and includes, but is not limited to:

- Sub-contracting to designated groups
- Material procurement from qualifying entities within the ward or adjacent ward
- Logistics / transportation
- Plant hire
- Security and peripheral services

C1.2.3.6.4 Monitoring

The CPG target achieved:

- must be reported by the Contractor on a monthly basis;
- will be measured on the total value of works undertaken to date, with applicable penalties being applied on a quarterly basis; such penalties shall be re-measurable on a quarterly basis, so as to accommodate the varying CPG as may arise from the various task orders required. It is noted that certain works lend themselves to the application of CPG whilst others are more specialised. As the programme intent is to focus on community-based contractors, the Contractor must seek to maximise the over-all value of CPG achieved on the programme.
- In instances where the nature of works requested is deemed to be specialised, requires outsourcing, and does not lend itself to high levels of CPG participation, (e.g. road remilling etc), the CPG requirement specific to the Task Order, may be waived, at the discretion of the Employer.

C1.2.3.6.5 Penalties

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

C1.2.3.7 NON-EXCLUSIVE APPOINTMENT

The contractor must note that, whilst this contract is intended to execute Infrastructure projects within the identified wards and region, there is not guarantee of works being allocated via this appointment.

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

It is further noted that the Employer currently has existing programmes in place to undertake works in selected disciplines; related task orders will be executed via these existing appointments as necessary, until such time as these existing contracts are concluded and future works arising can be executed under this contract.

The works undertaken for this contract are on a non-exclusive basis and the Contractor shall have no recourse against the Employer for any works allocated to other parties/through other Employer procurement mechanisms.

The Contractor must further note that, in the event works outside the allocated wards, (but within the eThekweni Municipality), is required, the Employer may solicit such works from the Contractor, by mutual agreement. As such, whilst the allocated works are in the wards specified, the Contractor's appointment shall be valid throughout the EThekweni region.

C.1.2.3.8 RATE BASED CONTRACT

The pricing schedule includes estimated quantiles which are intended to serve FOR PRICING PURPOSES ONLY. Work packages will be determined in the various wards. The appointment of service providers will be RATE BASED and the Total transferred to Form of Offer is for evaluation purposes only.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

RATE BASED CONTRACT

The pricing schedule includes estimated quantities which are intended to serve FOR PRICING PURPOSES ONLY. Work Packages will be determined in the various wards. The appointment of the service provider will be RATE BASED and the Total transferred to Form of Offer is for evaluation purposes ONLY.

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work

before ordering any materials or executing work or making arrangements for it.

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of

tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required

is not excluded.

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of **39** pages.

INDEX TO BILL OF QUANTITIES		
SECTION NO	PART NO	SECTION DESCRIPTION
1	AA	PRELIMINARIES
2	AB	GENERAL SPECIFICATIONS
3	AH	OCCUPATIONAL HEALTH AND SAFETY
4	B	SITE CLEARANCE
5	C	CONCRETE
6	DA	EARTHWORKS : BULK
7	DB	EARTHWORKS : PIPE TRENCHES
8	ED	ROAD ASPHALT
9	EF	KERBS AND HAUNCHES
10	EG	SIDEWALKS, FOOTPATHS AND MEDIAN AREAS
11	EH	STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS
12	F	PROTECTION WORKS
13	PH	MANHOLES AND APPURTENANT DRAINAGE WORKS
14	TA	ROAD SIGNS
15	TB	ROAD MARKINGS
16	UA	OUTDOOR GYM BASES & PLATFORMS
17	VA	URINARY DIVISIONS
18	VB	WATER TANKS
19	VC	EMERGENCY PIPELINE REPAIRS

SECTION 1 PRELIMINARIES

PART AA PRELIMINARIES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
1	AA	1	GCC 2015	sum	General Conditions Of Contract (Gcc 2015) Read In Conjunction With The Contract Data (Fixed Charge Obligations)	1		
1	AA	2	GCC 2015	months	Time-Related Obligations	36		
1	AA	3	SANS 1921-1	sum	Sans 1921-1: General Engineering And Construction Works Read In Conjunction With Associated Specification Data In Scope Of Works (Fixed Charge Items)	1		
1	AA	4	SANS 1921-1	months	Time-Related Items	36		
1	AA	5	PS.11.1	Month	Community Liaison Officer (Allow For A CLO To Be Appointed For Each Ward/Task Order)	36 months		
Total carried forward to summary								

SECTION 2 GENERAL SPECIFICATIONS

PART AB GENERAL SPECIFICATIONS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
2	AB	1	AB.PS.AB.1.2	sum	Contractor's Camp Site/Store Yard	1		
2	AB	2	AB.5 PS.AB.6	no.	Notice Board	72		
2	AB	3	AB.7	no.	Initial supply of all signs, barricades and delineators	72		
2	AB	4	AB.6 GCC.23	PC Sum	Cost of Samples and Testing as required by the Engineer	750 000	1	750 000
2	AB	5	AB.7	months	Maintenance of Pedestrian and Traffic Facilities	36		
2	AB	6	AB.7	months	Maintenance of all signs, barricades and delineators	36		
2	AB	7	AB.7 PS.AB.4	months	Road Deviations and Traffic Control	36		
2	AB	8	PS.13	PC Sum	Surveys for, and preparation of "as Built" drawings	750 000	1	750 000
Total carried forward to summary								

SECTION 3 OCCUPATIONAL HEALTH AND SAFETY

PART AH OCCUPATIONAL HEALTH AND SAFETY

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
3	AH	1	AH.14.1	sum	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	1		
3	AH	2	AH.14.2	months	Contractor's time-related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	36		
3	AH	3	AH.14.3	sum	Submission of the Health and Safety File	1		
Total carried forward to summary								

SECTION 4 SITE CLEARANCE

PART B SITE CLEARANCE

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
4	B	1	B.8.2	m2	General clearance and grubbing to cart away off-site to official dumpsite	75000		
4	B	4	B.8.5	m	Removal of 1.8m high fence and store on site for re-use	2250		
4	B	5	B.8.9	m3	Removal of Brickwork	300		
4	B	6	B.8.10	m3	Removal of un-reinforced concrete	300		
4	B	7	B.8.11	m3	Removal of reinforced concrete	300		
4	B	8	B.8.14	m3	Removal of Roadways	2250		
4	B	9	B.8.15	m3	Removal of sidewalk and other paved areas	2250		
4	B	10	B.8.16	m3	Removal of asphalt extruded haunch to tip	4500		
4	B	11	B.8.16	m3	Removal of concrete kerb to tip	4500		
4	B	12	B.8.4	no.	Removal and Grubbing of Large Trees and Stumps	225		
Total carried forward to summary								

SECTION 5 CONCRETE

PART C CONCRETE

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
5	C	1	C.8.1	m3	Concrete (20MPa)	150		
5	C	2	C.8.1	m3	Concrete (25MPa)	75		
<i>Total carried forward to summary</i>								

SECTION 6 EARTHWORKS : BULK

PART DA EARTHWORKS : BULK

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
6	DA	1	DA.8.2	m3	Excavate topsoil to stockpile	7500		
6	DA	2	DA.8.3	m3	Excavate soft material and place directly into fill	30000		
6	DA	3	DA.8.3	m3	Excavate soft material to spoil	30000		
6	DA	4	DA.8.3	m3	Extra over above for excavation in intermediate material (Provisional)	7500		
6	DA	5	DA.8.4	m3	Import suitable G9 fill material	6000		
6	DA	6	DA.8.4	m3	Import suitable G7 fill material	6000		
6	DA	7	DA.8.4	m3	Import suitable G5 fill material	6000		
6	DA	8	DA.8.4	m3	Import G2 graded crushed stone (Rate to include weedkiller)	4500		
6	DA	9	DA.8.5 PS.DA.6	m3	Compact soft material from site to 95% Mod. A.A.S.H.T.O	30000		
6	DA	10	DA.8.5 PS.DA.6	m3	Compact imported fill material to 93% Mod. A.A.S.H.T.O	12000		
6	DA	11	DA.8.5 PS.DA.6	m3	Compact imported fill material to 95% Mod. A.A.S.H.T.O	6000		
6	DA	11	DA.8.5 PS.DA.6	m3	Compact imported fill material to 98% Mod. A.A.S.H.T.O	4500		
6	DA	12	DA.8.9	m2	Formation	45000		
6	DA	13	DA.8.3 PS.DA.5	m3	Excavate unsuitable material below embankments or formation (Provisional)	1500		
Total carried forward to summary								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
7	DB	1	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	2	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- Over 1,5 m and not exceeding 2,0 m	750		
7	DB	3	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	4	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	5	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- Over 1,5 m and not exceeding 2,0 m	750		
7	DB	6	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	7	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	8	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- Over 1,5 m and not exceeding 2,0 m	750		
7	DB	9	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	10	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	11	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- Over 1.5 m and not exceeding 2.0 m	750		
7	DB	12	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- Over 2.0 m and not exceeding 2.5 m	375		
7	DB	13	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	14	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- Over 1.5 m and not exceeding 2.0 m	750		
7	DB	15	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- Over 2.0 m and not exceeding 2.5 m	375		
7	DB	26	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	27	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 1,5 m and not exceeding 2,0 m	750		
7	DB	28	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	29	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 2,5 m and not exceeding 3,0 m	375		
7	DB	30	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 3,0 m and not exceeding 3,5 m	300		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	31	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 3,5 m and not exceeding 4,0 m	262.5		
7	DB	32	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- Over 4,0 m and not exceeding 4,5 m	225		
7	DB	33	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	34	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- Over 1,5 m and not exceeding 2,0 m	750		
7	DB	35	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	36	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- Over 2,5 m and not exceeding 3,0 m	375		
7	DB	37	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- Over 3,0 m and not exceeding 4,0 m	300		
7	DB	38	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	39	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 1,5 m and not exceeding 2,0 m	750		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	40	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	41	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 2,5 m and not exceeding 3,0 m	375		
7	DB	42	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 3,0 m and not exceeding 3,5 m	300		
7	DB	43	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 3,5 m and not exceeding 4,0 m	300		
7	DB	44	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 4,0 m and not exceeding 4,5 m	225		
7	DB	45	DB.8.6	m3	Extra over item DB.8.5 for hard material to spoil	375		
7	DB	46	DB.8.6	m3	Extra over item DB.8.5 for boulders greater than 0.15m3 to spoil	225		
7	DB	47	DB.8.7	m3	Excavation in road and paved areas	225		
7	DB	48	PS.DB.8.9	m3	Provision of bedding materials excluding concrete	750		
7	DB	49	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 50 mm diameter pipe	750		
7	DB	50	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, 75 mm diameter .	750		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	51	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 110 mm diameter Heavy Duty pipe.	750		
7	DB	52	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 160 mm diameter Heavy Duty pipe.	750		
7	DB	53	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 200 mm diameter Heavy Duty	750		
7	DB	54	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 450 mm diameter concrete pipe.	750		
7	DB	55	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 600 mm diameter concrete pipe.	750		
7	DB	56	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 900 mm diameter concrete pipe.	750		
7	DB	57	DB.8.13	m3	Provision of selected backfill material for pipe trenches from commercial or off-site source	1500		
7	DB	58	DB.8.19	m3	Prove existing services by hand excavation (provisional), where depth is: - - Over 0,0 m and not exceeding 1,5 m	150		
7	DB	59	DB.8.20	m2	Trench shoring to remain in excavation	7500		
7	DB	60	PS.DB.21	m3	Restricted excavation in all material to stockpile	750		
7	DB	61	PS.DB.8.5	m3	Excavate and backfill in all material for house connections irrespective of depth	375		
Total carried forward to summary								

SECTION 8 ROAD ASPHALT

PART ED ROAD ASPHALT

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
8	ED	1	ED.8.4	m2	Tack coat ,0.3m/l2. Shall be sprayed onto road surface.	13500		
8	ED	2	PS.20 PS.ED .2	m	Saw Cut existing asphalt surface to a depth of 50mm.	6000		
8	ED	3	PS.19 PS.ED .1	t	Construct speed hump with eThekweni Mix'A'asphalt specification with bitumen of +/- 5.7% compacted to 98% MOD AASHTO, as per drawing no 43924A/	3000		
Total carried forward to summary								

SECTION 9 KERBS AND HAUNCHES

PART EF KERBS AND HAUNCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
9	EF	1	EF.8.1 PS.EF.1	m	Supply and Lay Figure 12 kerb as edge restraint on 20mm mortar excluding concrete base	22500		
9	EF	2	EF.8.1 PS.EF.1	m	Supply and Lay Figure 6 mountable kerb on 20mm mortar excluding concrete base	15000		
9	EF	3	EF.8.1 PS.EF.1	m	Supply and Lay Figure 6 barrier kerb on 20mm mortar excluding concrete base	9000		
9	EF	4	EF.8.1	m	Extra over item 1,2,3 for curve of radius less than 25m	3000		
9	EF	5	PS.EF.2	m	Saw cut existing road edge	7500		
9	EF	6	PS.EF.3	m3	Concrete kerb foundation/ fillet/ channel/ Haunch	1500		
9	EF	7	PS.EF.4	m3	Excavation for kerb and channel/ Fillet in existing asphalt layers	3000		
Total carried forward to summary								

SECTION 10 SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

PART EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
10	EG	1	EG.8.1 PS.EG.1	m2	Asphalt Sidewalk / Footpath with 100mm G2 graded crushed stone overlaid by 25mm Mix A asphalt (Rate to include weedkiller)	22500		
10	EG	2	EG.8.2 PS.EG.3	no.	Supply and lay Precast concrete steps 1m wide inclusive of all excavations and preparations. Rate to include 75mm grade 20/13 concrete base as per Std Dwg. No. 38581	1500		
10	EG	3	EG.8.5 PS.EG.1	m2	Asphalt residential vehicular access hardening - 30mm Mix A asphalt	7500		
10	EG	4	EG.8.5	m2	Asphalt lane: 30mm Mix A asphalt - Asphalt Private Plant	22500		
10	EG	5	C.8.1	m3	Grade 20/13 concrete to footpath area 100mm thick	2250		
10	EG	6	EG.8.3	m	Soft board expansion joint including post construction sealant	3000		
10	EG	7	PS.EF.2	m	Saw cut joint 50mm to concrete surface	7500		
10	EG	8	EG.8.3	m2	Supply and place ref 193 mesh reinforcing as directed by Engineer	7500		
Total carried forward to summary								

SECTION 11 STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS

PART EH STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
11	EH	1	EH 8.1(a)	m	Straight steel guardrails as per eThekweni Specifications	2250		
11	EH	2	EH.8.1(b)	no.	End wings eThekweni Specifications	225		
11	EH	3	EH.8.1 (c)	no.	Precast concrete posts eThekweni Specifications	825		
Total carried forward to summary								

SECTION 12 PROTECTION WORKS

PART F PROTECTION WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
12	F	1	F8.3	m2	Grass planting	3000		
12	F	2	F8.4	m2	Pitching	300		
12	F	3	DD.8.1	m3	Excavation for footing to retaining walls	3000		
12	F	4	PS.F.2	no	Supply and erect concrete bollard as per standard drawing No. 38580. Rate to include for backfill, and compaction in all material	3000		
12	F	5	PS.F.4	m2	Drainage grade geofabrics	7500		
12	F	6	F8.6	m3	Supply and install gabions retaining wall including gabion baskets with a min. diameter of 2.7mm with a heavy duty class A hot-dipped galvanised zinc coating. Rock sizes of min 100mm to max 250mm is to be used. (Excavation and drainage grade geofabric measured elsewhere)	3000		
12	F	7	F8.6	m3	Reno mattresses(With Plastic Coated Cages), 300mm thick	750		
12	F	8	F8.8	m	Supply and Install Heavy Duty Reinforced Concrete palisade fence. 10 pales per section. Concrete Strength - 30Mpa @28days. Opening between pales to be 79mm. Fence Height to be 2.4m high above sidewalk level. Fence to include crank on top and a 700mm high razor coil for anti-climb. Posts to be spaced at 2m centres. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	9	F8.8	m	Supply and install complete 2.4m High prefabricated Clear Vu or similar approved, must be green, polycoated with 76.2mm x 50mm apertures. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
Total carried to next page								

SECTION 12 PROTECTION WORKS

PART F PROTECTION WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
12	F	10	F8.8	m	Supply and install completed 1.8m high galvanised mesh fencing. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	11	F8.8	m	Supply and install complete 1.8m High prefabricated Clear Vu or similar approved, must be green, polycoated with 76.2mm x 50mm apertures. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	12	F8.8	No	Supply and install of 1.28m wide by 2.4m high pedestrian gate to eThekweni Standard detail	3		
12	F	13	F8.8	No	Supply and install of 4.0m wide by 2.4m high Vehicular gate to eThekweni Standard detail	3		
12	F	14	PS.F.7	m3	Import from commercial sources 150mm clean river sand behind wall as drainage blanket	3000		
12	F	15	PS.F.8	m2	Interlocking earth retaining systems/walls-TB 300 as per detailed drawings	6000		
12	F	16	PS.F.9	m2	Interlocking earth retaining systems/walls-TB 500 as per detailed drawings	4500		
12	F	17	PS.F.10	m	Re-erect 1.8m high fence using materials stored on site	2250		
12	F	18	PS.F.11	no	Supply and lay handrail posts spaced at 2m (rate to include excavation and 20/13 concrete base) as per standard detail 38581	3000		
12	F	19		m	Supply and install double handrail bars 50mm diameter including joints as per standard detail 38581	3000		
12	F	20	C.8.1	m3	Retaining wall concrete foundations 25mpa	750		
Total carried forward to summary								

SECTION 13 MANHOLES AND APPURTENANT DRAINAGE WORKS

PART PH MANHOLES AND APPURTENANT DRAINAGE WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
13	PH	1	PH.8.7	no.	Raise/lower cast iron valve cover in paved area by :- - 0 to 250 mm	300		
13	PH	2	PH.8.7	no.	Raise/lower cast iron valve cover paved area by :- - 250 to 500 mm	300		
13	PH	3	PH.8.7	no.	Raise/lower existing manhole with concrete cover and frame in paved area by:- - 0 to 250mm	300		
Total carried forward to summary								

SECTION 14 ROAD SIGNS

PART TA ROAD SIGNS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
14	TA	1	PS.TA.1 PS.21	no.	Supply and erect W332 high visibility road sign on class 4 and 5 roads as per drawing no 43924A/1. Rate to include for W332 road sign as per specification, clamps, bolts, nuts, and assembly.	1500		
14	TA	2	TA.8.2 PS.21	no.	Supply and erect 76mm x 2mm square hot dipped galvanised post with grade 20/19 concrete base (350mm x 350mm x 650mm deep), excavation ,backfill, compaction and removal of any excess material to tip as per drawing No. 4262A. Rate to include for haulage.	1500		
14	TA	3	PS.22.3 TA.1	no.	Supply and install road sign W401 and W402 on bollard. The four corners of the sign is to be bolted onto the bollard. The bolted shaft is to be epoxied	1800		
14	TA	4	TA.8.3	m3	Excavate for bollard (rate to include for spoiling of material at an approved tip site	1800		
Total carried forward to summary								

SECTION 15 ROAD MARKINGS

PART TB ROAD MARKINGS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
15	TB	1	TB.8.1.1 PS.23 AA.TB.1	m	Painted road lines 100-150mm wide (white), with retro reflective paint in road centre line, including setting out and premarking. Rate to include for two coats of paints as per manufacturers specification. Paint must be SABS approved	3750		
15	TB	2	TB.8.1.1 PS.23 PS.TB	m	Painted road lines 200mm wide (white), with retro reflective paint on speed hump, rate to include setting out and premarking of speed hump(WM10). Rate to include for two coats of painting as per manufacturers specification. Paint must be SABS approved	22500		
15	TB	3	TB.8.3 PS.22	no.	Supply and install double-sided Red/Red 43 Aluminium Lynx studs with anchor shanks. Rate to include for cleaning road surface, drilling the anchor hole and supply of epoxy.	1500		
15	TB	4	TB.8.3 PS.22	no.	Supply and install double-sided Yellow/yellow 43 Aluminium Lynx studs with anchor shanks. Rate to include for cleaning road surface, drilling the anchor hole and supply of epoxy.	1500		
Total carried forward to summary								

SECTION 16 OUTDOOR GYM BASES & PLATFORMS

PART UA OUTDOOR GYM BASES & PLATFORMS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
16	UA	1	UA1.1	m ²	General clearance, grubbing to cart away off-site to official dumpsite	150		
16	UA	2	UA1.2	m ³	Excavate topsoil to stockpile	5		
16	UA	3	UA1.3	m ³	Excavate soft material to spoil	30		
16	UA	4	UA1.4	m ³	Extra over above for the excavation of intermediate material to spoil	5		
16	UA	5	UA1.5	m ³	Extra over above for excavation of hard material to spoil	20		
16	UA	6	UA1.6	m ³	Extra over above for the excavation of boulders greater than 0,15 m3 to spoil	15		
16	UA	7	UA1.7	m ²	Soil poisoning	150		
16	UA	8	UA1.8	Item	Keeping excavation free from mud and all water other than from subterranean sources	1		
16	UA	9	UA1.9	m3	Earthfilling G5 supplied by contractor compacted to 95% Mod AASHTO density	25		
16	UA	10	UA1.10	No	Modified AASHTO density test on fill material	10		
16	UA	11	UA1.11	No	Field density test including optimum moisture content (four readings per test) on layer work	10		
16	UA	12	UA1.12	m ³	Concrete foundation to kerbs (20Mpa, 19mm aggregate)	6		
16	UA	13	UA1.13	m ³	Concrete channel/fillet (20Mpa, 19mm aggregate)	6		
16	UA	14	UA1.14	m	Supply and install figure 10 kerbs	60		
16	UA	15	UA1.15	m ³	Concrete for foundation (20Mpa, 19mm aggregate)	6		
16	UA	16	UA1.16	m ²	Finishing of concrete with wood float finish (20Mpa, 19mm aggregate)	20		
16	UA	17	UA1.17	m ²	Type 193, fabric reinforcement mesh	60		
16	UA	18	UA1.18	m ³	Supply and install Umgeni sand for precast paving bedding	20		
16	UA	19	UA1.19	m ²	Supply and lay 220x106x50mm thick Corbrik Burgundy clay paver	150		
Total carried to next page								

SECTION 16 OUTDOOR GYM BASES & PLATFORMS

PART UA OUTDOOR GYM BASES & PLATFORMS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
16	UA	20	UA1.20	No	Supply and Installation of 1No. Outdoor Gym Equipment (colours to be red and yellow)	12		
16	UA	21	UA1.21	No	Supply and Installation of Outdoor Gym Safety Signage	2		
16	UA	22	UA1.22	No	Supply and Installation of Outdoor Gyms Instructional Signage	2		
16	UA	23	UA1.23	Item	Supply Full Public Liability Certificate (min. R20mil) for Outdoor Gym Equipment	1		
16	UA	24	UA1.24	Item	Supply Full International Certification (European, American, Chinese) for Outdoor Gym Equipment	1		
16	UA	25	UA1.25	No	Supply and Install Childrens Lot (Sea Saw, swings, mary go round, jungle gym and slide) as per PRC Details.	1		
16	UA	26	UA1.26	No	Soccer goals steel senior stand in ground official size 7,32 x 2,4m using 101mm round steel tubing)(Per set of 2)	1		
16	UA	27	UA1.27	No	Basketball mounted in ground backboard 1,8 x 1,05m with solid and anti-dunk ring and net overhand of 1,2m	1		
16	UA	28	UA1.28	No	Netball posts in ground adjustable official height 3,05m round tubing galvanized solid ring and net	1		
Total carried forward to summary								

SECTION 17 URINARY DIVISIONS

PART VA URINARY DIVISIONS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
17	VA	1	VA1.1	Hr	TLB to cut/level platform	1		
17	VA	2	VA1.2	m ³	Excavation for UD's	8		
17	VA	3	VA1.3	m ³	Concrete in footing for UD's	0.7		
17	VA	4	VA1.4	m ²	Block wall lining/Precast concrete Panel	11		
17	VA	5	VA1.5	m ³	Sloping slab/filling(For cleaning purposes)	0.3		
17	VA	6	VA1.6	Item	Precast slab	1		
17	VA	7	VA1.7	Item	Precast plank for cleaning	1		
17	VA	8	VA1.8	m ³	Ramp	1		
17	VA	9	VA1.9	m ²	Block wall/Precast Concrete Panels	12		
17	VA	10	VA1.10	No	Fibre glass door/Polymer Door	1		
17	VA	11	VA1.11	No	Fibre glass roof/Precast Concrete Roof	1		
17	VA	12	VA1.12	Item	Plumbing Kit(WC/Urinal/Roll holder/Piping	1		
17	VA	13	VA1.13	No	110mm dia Vent pipe	1		
17	VA	14	VA1.14	m	50mm dia Piping	2		
17	VA	15	VA1.15	m ³	500x500x500mm pit	0.5		
17	VA	16	VA1.16	Item	Payment of Labour	1		
Total carried forward to summary								

SECTION 18 WATER TANKS

PART VB WATER TANKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
18	VB	1	VB1.1	m ²	Clearing and Grubbing	10		
18	VB	2	VB1.2	m ³	Excavate soft material and spoil of site	6		
18	VB	3	VB1.3	m ³	Extra over for hard material	1		
18	VB	4	VB1.4	m ³	Rip of recompact insitu material to 93% MOD AASHTO (150mm layers)	2		
18	VB	5	VB1.5	m ³	Import suitable G6 material compacted to 95% MOD AASHTO (150m layers)	3		
18	VB	6	VB1.6	m ²	Class F3 formwork for foundation base	3		
18	VB	7	VB1.7	kg	Steel reinforcement mesh 395	45		
18	VB	8	VB1.8	m ³	Class 25/19 Mpa concrete (Base 2,4mx2,4mx0,25m)	1.5		
18	VB	9	VB1.9	No	Design, supply and install structural steel tank stand as per eThekweni Specifications	1		
18	VB	10	VB1.10	No	Supply and install 5000l water tank as per eThekweni Specifications including soak away	1		
Total carried forward to summary								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
					WATER PIPELINES			
19	SABS 1200L	1			mPVC Pipelines			
19			8.2.1		Supply, handle, lay, bed and compact to 90% Mod AASHTO, joint, test & disinfect mPVC Class 12 pipe with spigot and socket ends to SABS 966, Pt 2 (1988):			
19		1.1		m	a) 75mm diameter	300		
19		1.2		m	b) 110mm diameter	300		
19		1.3		m	c) 160mm diameter	300		
19		1.4		m	d) 200mm diameter	300		
19		1.5		m	e) 215mm diameter	300		
19	SABS 1200L				Specials and Fittings in mPVC			
19			8.2.2		Extra-over 4.1 to supply, lay, bed, test and disinfect specials complete with couplings:			
19		1.6		No.	a) 90° Bends, 75mm diameter	30		
19		1.7		No.	b) 45° Bends, 75mm diameter	30		
19		1.8		No.	c) 22½° Bends, 75mm diameter	30		
19		1.9		No.	d) 11¼° Bends, 75mm diameter	30		
19		1.1		No.	e) End cap, 75mm diameter	30		
19		1.11		No.	f) Double Lyng sockets, 75mm diameter	30		
19		1.12		No.	g) 90° Bends, 110mm diameter	30		
19		1.13		No.	h) 45° Bends, 110mm diameter	30		
19		1.14		No.	i) 22½° Bends, 110mm diameter	30		
19		1.15		No.	j) End cap, 110mm diameter	30		
19		1.16		No.	k) 90° Bends, 160mm diameter	30		
19		1.17		No.	l) 45° Bends, 160mm diameter	30		
19		1.18		No.	m) 22½° Bends, 160mm diameter	30		
19		1.19		No.	n) End cap, 160mm diameter	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200L				HDPE Pipes			
19			8.2.1		Supply, deliver, handle, lay, bed, joint, test and disinfect to SABS ISO 4427: 1996 E:			
19		1.20		m	a) PN 12.5, 15mm diameter	300		
19		1.21		m	b) PN 12.5, 20mm diameter	300		
19		1.22		m	c) PN 12.5, 25mm diameter	300		
19		1.23		m	d) PN 12.5, 32mm diameter	300		
19		1.24		m	e) PN 12.5, 50mm diameter	300		
19		1.25		m	f) PN 12.5, 75mm diameter	300		
19	SABS 1200L				Specials and Fittings in HDPE (Alprene or similar approved to PN 16)			
19			8.2.2		Extra over 4.3 to supply, deliver, lay, bed, joint, test and disinfect (extra over Item 4.3):			
19					Couplings (HDPE) :			
19		1.26		No.	a) 25 x 1"mm diameter Male adaptor	30		
19		1.27		No.	b) 25 x 1"mm diameter Female adaptor	30		
19		1.28		No.	c) 40mm diameter Male Iron Adaptor	30		
19		1.29		No.	d) 50mm diameter Male Iron Adaptor	30		
19		1.30		No.	e) 40mm Plasson Female Adaptor	30		
19		1.31		No.	f) 50mm Plasson Female Adaptor	30		
19		1.32		No.	g) 50mm x 40mm Flanged Thredolet Adaptor	30		
19		1.33		No.	h) 50mm x 50mm Flanged Thredolet Adaptor	30		
19		1.34		No.	i) 50mm x 32mm reducer coupling	30		
19		1.35		No.	j) 50mm x 25mm reducer coupling	30		
19					90° Elbows (HDPE):			
19		1.36		No.	a) 50mm	30		
19		1.37		No.	b) 75mm	30		
19					HDPE Equal Tees:			
19		1.38		No.	a) 50mm	30		
19		1.39		No.	b) 75mm	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200L				<i>Specials and Fittings in Steel</i>			
19			8.2.2		Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included)			
19					Note: Unless otherwise specified, all steel pipes and specials in this section shall be to Rilsan coated. All flanges to SABS 1123 Table 1600/3 unless otherwise specified. Include for "Denso-wrapping" any bolted connections in accordance with PSL.			
19					<u>Flanged Reducers:</u>			
19		1.40		No.	a) 110 x 75mm diameter	30		
19					<u>Flanged Reducing Tees:</u>			
19		1.41		No.	a) 75 x 50mm diameter	30		
19		1.42		No.	b) 110 x 75mm diameter	30		
19		1.43		No.	c) 160 x 75mm diameter	30		
19		1.44		No.	a) 50mm diameter	30		
19		1.45		No.	b) 75 mm diameter	30		
19		1.46		No.	c) 110 mm diameter	30		
19		1.47		No.	d) 160mm diameter	30		
19					<u>BSP saddles with ring and gasket:</u>			
19		1.48		No.	a) 110mm diameter x 2"	30		
19		1.49		No.	b) 75mm diameter x 2"	30		
19					<u>Steel Blank Flanges, drilled to SABS 1123 : 1977. Table 1600/3:</u>			
19		1.50		No	a) 110mm diameter	30		
19		1.51		No	b) 160mm diameter	30		
19	SABS 1200L				<i>Specials and Fittings in SG Iron (Socketed)</i>			
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19			8.2.2		Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included)			
19		1.52		No.	a) 80 x 80mm diameter	30		
19					<u>SG Iron Flange Adaptors:</u>			
19		1.53		No.	a) 75mm diameter	30		
19	SABS 1200L				Valve Installations			
19			8.2.3		Valves up to 250mm diameter			
19					Supply and Install CI RSV gate valves to SABS 1123 Table 1600/3 and a cap top for key operation for the following diameters (include 15 Mpa concrete anchor block).			
19					<u>Double flanged Resilient Seal Valves:</u>			
19		1.54		No.	a) 80mm diameter (Class 16)	30		
19		1.55		No.	b) 100mm diameter (Class 16)	30		
19	SABS 1200L				Valve Chambers			
19		1.56	8.2.13	No.	Supply all materials and construct valve chamber complete for valves up to 80mm in dia. as detailed on EWS standard Drawing 23.	30		
19		1.57	8.2.13	No.	Supply all materials and construct isolating valve chamber complete for ball valves up to 50mm in dia. as detailed on EWS Standard Drawing 11.	30		
19	SABS 1200L				Hydrants			
19		1.58	8.2.2	No.	Supply and install standard CI hydrant pillar, including painting	30		
19		1.59	8.2.2	No.	80mm Ø MPVC duckfoot hydrant bend (4x1m FOE)	30		
19		1.60	8.2.2	No.	110mm Ø MPVC duckfoot hydrant bend (4x1m FOE)	30		
19		1.61	8.2.2	No.	110/75mm Ø Flanged Clip with clamp ring	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					<i>Connections to Existing Water Mains</i>			
19					Provide all plant and labour necessary to connect to the existing municipal water main. The rate is to include isolating the pipeline, removal of section of existing mains, scouring and sanitising on completion and refilling the line (fittings, thrust blocks etc. measured elsewhere) for:			
19		1.62		No.	a) 75mm diameter	30		
19		1.63		No.	b) 110mm diameter	30		
19		1.64		No.	c) 160mm diameter	30		
19	SABS 1200L				<i>Anchor/Thrust Blocks</i>			
19			8.2.11		Construct anchor/thrust blocks to EWS Std Dwg no. 39 for tees, bends and end caps:			
19					<i>For Tees, bends and end caps:</i>			
19		1.65		No.	a) 75mm diameter	30		
19		1.66		No.	b) 110mm diameter	30		
19		1.67		No.	c) 160mm diameter	30		
19					<i>For Reducers:</i>			
19		1.68		No.	b) 75 x 50mm diameter	30		
19					<i>Marker Posts</i>			
19					Supply and Install pre-cast concrete marker posts as detailed on EWS Standard Drg. No. 27.			
19		1.70		No.	a) Valves	30		
19		1.71		No.	b) Route marker	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					<u>SEWER PIPES AND MANHOLES</u>			
19					<i>Sewer Pipes</i>			
19	SABS 1200LD 8.2.1		8.2.1		Supply, lay, bed, joint and test heavy duty solid wall using bedding Class C			
19					<i>Class 34 uPVC pipes</i>			
19		2.1		m	a) 110mm dia.	300		
19		2.2		m	b) 160mm dia.	300		
19		2.3		m	c) 200mm dia.	300		
19					<i>Extra over items 5.1, 5.2 and 5.3 for uPVC fittings</i>			
19					<i>(a) Channel Junctions</i>			
19		2.4		No	110 x 110 mm dia. Y junction	30		
19		2.5		No	160 x 110 mm dia. Y junction	30		
19		2.6		No	160 x 160 mm dia Y junction	30		
19		2.7		No	200 x 200 mm dia. Y junction	30		
19		2.8		No	200 x 160 mm dia. Y junction	30		
19					<i>(b) Channel bends</i>			
19		2.9		No.	110mm dia X 22.5 deg	30		
19		2.10		No.	110mm dia X 45 deg	30		
19		2.11		No.	110mm dia X 90 deg	30		
19		2.12		No.	160mm dia X 22.5 deg	30		
19		2.13		No.	160mm dia X 45 deg	30		
19		2.14		No.	160mm dia X 90 deg	30		
19		2.15		No.	200mm dia X 22.5 deg	30		
19		2.16		No.	200mm dia X 45 deg	30		
19		2.17		No.	200mm dia X 90 deg	30		
19					<i>(c) Sockets</i>			
19		2.18		No	110mm dia	30		
19		2.19		No	160mm dia	30		
19		2.20		No	200mm dia	30		
19					<i>(d) Rodding eye covers</i>			
19		2.21		No	110 dia	30		
19		2.22		No	160 dia	30		
19					<i>(e) S+V Saddles</i>			
19		2.23		No	110mm dia x 50mm	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.24		No	160mm dia x 50mm	30		
19					(f) End caps			
19		2.25		No	110mm dia	30		
19		2.26		No	160mm dia	30		
19		2.27		No	200mm dia	30		
19					Concrete encasement to 110 / 160 / 200mm pipes:			
19		2.28	8.2.7	m3	Encasement (20MPa concrete)	30		
19					<u>Localised Cement Stabilised Fill (where pipe cover is less than 800mm, excluding stream crossings)</u>			
19	SABS 1200DB				Stabilised backfill			
19			8.3.2					
19		2.29		m3	Cement stabilised (5% by volume) selected backfill to pipe trenches as instructed by Engineer	30		
19		2.30		m3	Cement stabilised (5% by volume) imported G9 backfill to pipe trenches	30		
19			8.2.8		Anchor blocks			
19		2.31		No.	25MPa concrete anchor blocks for 160/200mm dia. Pipes	30		
19					Manholes			
19					Note: Depth measured from top of cover to invert at centreline, in categories as follows.			
19	SABS 1200LD				Midblock manholes:			
19			8.2.3		1000 dia. with light duty circular concrete cover as per EWS std drawing 38750. All rings shall be 250mm in depth. Manhole depths:			
19		2.32		No.	a) 0,0 to 1.5m	30		
19		2.33		No.	b) 1.5 to 2.0m	30		
19		2.34		No.	c) 2.0 to 2,5m	30		
19		2.35		No.	d) 2.5 to 3.0m	30		
19		2.36		No.	e) 3.0 to 3.5m	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.37		No.	f) 3.5 to 4.0m	30		
19			8.2.3		<u>Extra over Item 5.32 to 5.37 for Heavy Duty manhole covers:</u>			
19		2.38		No.	1000mm dia. with heavy duty circular concrete cover.	30		
19	SABS 1200LD				<u>Extra over for ramp manholes complete</u>			
19			8.2.4		Depth measured as invert difference on manhole centreline in the following categories			
19					<u>Straight connection :</u>			
19		2.39		No.	a) 0.40 to 0.70m	30		
19					<u>Extra over for drop manholes complete</u>			
19			8.2.4		Depth measured as invert difference on manhole centreline in the following categories			
19					<u>Straight connection :</u>			
19		2.40		No.	a) 1.00 to 1.50m	30		
19		2.41		No.	b) 1.50 to 2.00m	30		
19		2.42		No.	c) 2.00 to 2.50m	30		
19		2.43		No.	Extra over Item 5.32 to 5.37 for pipe approach gradient in excess of 1:4. The rate is to include additional labour and concrete base depth required to accommodate the pipe.	30		
19		2.44		No.	Extra over Item 5.32 to 5.37 for Type B Benching where the approach grade into a manhole is 1:15 or steeper associated with a change in direction in the manhole of 30 degrees or more. The rate shall include all materials and labour required for the additional height of benching.	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.45		No.	Extra over Item 5.32 to 5.37 for benching required to accommodate more than 2 pipes entering a manhole. The rate shall include all additional labour and materials required to form the additional benching.	30		
19	SABS 1200LD				<u>Extra over for benching within manholes:</u>			
19			8.2.5					
19		2.46		No.	160 x 110 mm dia. channel junction	30		
19		2.47		No.	160mm dia. x 22.5 deg channel bend	30		
19		2.48		No.	160mm dia. x 45 deg channel bend	30		
19		2.49		No.	160mm dia. x 90 deg channel bend	30		
19		2.50		No.	200 x 160 mm dia. channel junction	30		
19		2.51		No.	200mm dia. x 22.5 deg channel bend	30		
19		2.52		No.	200mm dia. x 45 deg channel bend	30		
19		2.53		No.	200mm dia. x 90 deg channel bend	30		
19					Connections to existing sewers			
19		2.54	8.2.11	No.	Build pipe into existing manhole including benching modifications and making good for tie-in to existing sewer system	30		
19		2.55		No.	Extra over item 5.32 to 5.37 for building manhole over existing pipe and breaking into existing pipe for tie-in to sewer	30		
19					Inspections and cleaning existing sewer pipeline			
19		2.56		m	Inspection of existing sewer lines for damage / blockage and pipe direction in conjunction with the Supervisor	300		
19		2.57		No	Cleaning and unblocking of existing sewer pipe and tie-in manholes as instructed by the Supervisor	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200L D							
19			7.2.1		<u>PVC Pipes:</u>			
19		3.1		m	a) 50mm diameter pipes	300		
19		3.2		m	b) 110mm diameter pipes	300		
19		3.3		m	110mm diameter drain pipes, fixed raking or vertically in ramps to cleaning eyes, etc. (No excavation)	300		
19		3.4		m	110mm diameter drain pipes in ground (encased in river sand) including excavations not exceeding 1m deep, filling in and compacting.	300		
19		3.5		m	110mm slotted uPVC pipe for soakaways	300		
19		3.6		m	160mm diameter pipes	300		
19		3.7		m	160mm diameter drain pipes, fixed raking or vertically in ramps to cleaning eyes, etc. (No excavation)	300		
19		3.8		m	160mm diameter drain pipes in ground (encased in river sand) including excavations not exceeding 1m deep, filling in and compacting.	300		
19		3.9	7.2.2		<u>Extra over PVC pipes for fittings:</u>			
19		3.10		No.	a) 50 x 40mm reducer	30		
19		3.11		No.	b) 50mm access bend	30		
19		3.12		No.	c) 50mm 45° bend PVC	30		
19		3.13		No.	d) 50mm TPS PVC	30		
19		3.14		No.	e) 110mm bend	30		
19		3.15		No.	f) 110mm access bend	30		
19		3.16		No.	g) 110mm access bend with 50mm inlet for vent	30		
19		3.17		No.	h) 110mm junction	30		
19		3.18		No.	i) 50mm vent valve	30		
19		3.19		No.	j) 110mm cleaning eye	30		
19		3.20		No.	k) Combination P-trap	30		
19		3.21		No.	l) Gulley trap	30		
19		3.22		No.	m) Gulley P-trap	30		
19		3.23		No.	n) 110 x 50mm reducer	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		3.24		No.	o) Sealing of 110mm diameter pipe entries/exits with Sikaflex or similar as instructed by the Supervisor	30		
19		3.25		No.	p) Sealing of 50mm diameter pipe entries/exits with Sikaflex or similar as instructed by the Supervisor	30		
19		3.26		No.	q) 370 x 370 precast concrete gulley top	30		
19		3.27		No.	r) 160 x 110mm 45° junction	30		
19		3.28		No.	s) 40/50mm diameter rubber S-trap	30		
19		3.29		No.	t) 160 x 40/50 mm dia saddle with waste pipe	30		
19		3.30		No.	u) 110mm dia rodding eye cover and bend	30		
19		3.31		No.	v) 110mm dia rodding eye cover and bend	30		
19		3.32		No.	w) 160mm dia 45° junction	30		
19		3.33		No.	x) 110 x 50mm junction	30		
19		3.34		No.	y) 50mm equal T	30		
19		3.35		No.	z) 50mm dia 90° bend with IE	30		
19		3.36		No.	aa) 50mm dia 90° bend	30		
19		3.37		No.	ab) 110mm dia 95° IE horn bend	30		
19		3.38		No.	ac) 110mm dia 77.5° bend	30		
19		3.39		No.	ad) 50mm dia female waste adaptor	30		
19	SABS 1200L				Water Supplies			
19			7.2.1					
19					<u>Polycop pipes:</u>			
19		3.40		m	a) 15mm diameter pipes	300		
19		3.41		m	b) 22mm diameter pipes	300		
19			7.2.2		<u>Extra over Polycop pipes for ancillary fittings:</u>			
19		3.42		m	a) 15mm 90° bend	300		
19		3.43		No	b) 15mm No. 1003/125 RB Fullway gate valve	30		
19		3.44		No	c) 15mm PVC heavy duty wall mounted bibtap	30		
19		3.45		No	d) 15mm equal T	30		
19		3.46		No	e) 15mm wallplate T	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		3.47		No	f) 15mm wallplate	30		
19		3.48		No	g) 22mm equal T	30		
19		3.49		No	h) 22mm 90° bend	30		
19		3.50		No	i) 22 to 15mm reducer	30		
19		3.51		No	j) 15mm piping holderbats	30		
19		3.52		No	k) 22mm piping holderbats	30		
19		3.53		No	Sealing of pipe entries/exits with Sikaflex or similar approved, as instructed by Supervisor	30		
19					Testing			
19		3.54		Sum	Allow for testing the whole water supply and plumbing and drainage installation in accordance with SANS 10254/Part 1 (Water Pipes and Fittings). <u>Testing apparatus and labour included.</u>	1		
19					WATER METER			
19					INSTALLATION			
19					Valve Installation			
19	SABS 1200L							
19		4.1	8.2.3	No.	Supply and install 80mm ø RSV as detailed on EWS Standard Drg. No. 52833 rev. A	30		
19		4.2	8.2.3	No.	50mm dia. ball-o-stop	30		
19					Valve Chamber			
19	SABS 1200L							
19		4.3	8.2.13	No.	Supply all materials and construct isolation valve chamber complete as detailed on EWS Standard Drg. No. 52833 rev.A	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					Bulk Meters			
19	SABS 1200L							
19			8.2.2		<u>Take delivery of flow meters (ex Metro Stores), handle, lay, bed, joint and disinfect the following (rates to include for all jointing material and electro galvanised bolts, nuts and washers)</u>			
19		4.4		No.	a) 50mm dia. Meinecke Cosmos WPD water meter	30		
19		4.5		No.	b) Supply and install 50mm ø Dirt Box as per EWS Standard dwg no. 52653 rev.1	30		
19					Steel Pipes and Specials			
19	SABS 1200L							
19					Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included).			
19					Rates to include: Rilsan coating to steel pipes and specials, flanges to SABS 1123 Table 1600/3 unless otherwise specified, "denso-wrapping" of bolted connections in accordance with PSL.			
19		4.6	8.2.2	No.	Supply and install 50mm dia. Spoolpiece complete as per EWS standard dwg	30		
Total carried forward to summary								

SUMMARY OF BILL OF QUANTITIES			
Section No	Part Code	Part Description	TOTAL
1	AA	PRELIMINARIES	
2	AB	GENERAL SPECIFICATIONS	
3	AH	OCCUPATIONAL HEALTH and SAFETY	
4	B	SITE CLEARANCE	
5	C	CONCRETE	
6	DA	EARTHWORKS : BULK	
7	DB	EARTHWORKS : PIPE TRENCHES	
8	ED	ROAD ASPHALT	
9	EF	KERBS AND HAUNCHES	
10	EG	SIDEWALKS, FOOTPATHS and MEDIAN AREAS	
11	EH	STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS	
12	F	PROTECTION WORKS	
13	PH	MANHOLES and APPURTENANT DRAINAGE WORKS	
14	TA	ROAD SIGNS	
15	TB	ROAD MARKINGS	
16	UA	OUTDOOR GYM BASES & PLATFORMS	
17	VA	URINARY DIVISIONS	
18	VB	JOJO TANKS	
19	VC	EMERGENCY PIPELINE REPAIRS	
SUB TOTAL			
ADD VAT (15%) only if registered VAT Vendor			
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE (C1.1)			

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	109
C3.2 PROJECT SPECIFICATIONS	117
PS.1 Programme, Method of Work, and Accommodation of Traffic	
PS.2 Services	
PS.3 Watermains	
PS.4 Sewers	
PS.5 Stormwater	
PS.6 Electrical Plant	
PS.7 Telkom S.A. Limited / Neotel Plant	
PS.8 CCTV Plant	
PS.9 Management of the Environment	
PS.10 Occupational Health and Safety	
C3.3 STANDARD SPECIFICATIONS	132
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
C3.4 PARTICULAR SPECIFICATIONS	135
C3.4.1 Part AH - OHS Act 1993 Safety Specification (2014)	
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Client's / Employer's Objectives

The client has established a Community Infrastructure Projects Programme, through which each Ward within the City is allocated a certain funding per year, to undertake community based infrastructure projects, (such funding is intended to cover both consultant and construction related costs).

The Employer seeks to deliver these Community Infrastructure Projects, as may be proposed by councillors and deemed suitable for technical implementation, through a suitable implementation mechanism which will allow for substantial works to be undertaken by emerging contractors.

C3.1.2 Description of Works

The construction of the works are for infrastructure in the Region shown in the attached locality map and legend, of the municipality in various Wards; typical project type include, but is not limited to:

- Road works, sidewalks and footpaths
- Retaining walls
- Road rehabilitation
- Speedhumps and Guardrails
- Sports fields and fencing upgrade and renovations
- Outdoor gyms
- Containerised and in-situ ablution facilities
- General building and refurbishment (Refurbishment, repairs and maintenance)
- General building works/construction (New projects)
- Basic domestic plumbing, glazing, roofing and waterproofing
- Domestic electrical works
- Painting

Details of the various eThekweni Line Departments and Specific Works are listed below:

eThekweni Engineering Services - Road Works, Sidewalks, Footpaths & Pedestrian Bridges

- Supply of all material, labour and required equipment
- Site Clearance
- Layer works forming the new asphalt Sidewalks; Lanes & concrete Passages
- Kerb & Channel for sidewalks, passages and lanes
- Placing, Laying & Compacting 100mm thick G2 crusher run, Compacted to 98% Mod AASHTO
- Laying of 25mm Asphalt (Mix A), Compacted to 96% Marshall
- Ancillary Works
- Protection works
- Landscaping
- Retaining walls
- Upgrading of gravel to black top
- Upgrading of surface roads.

- Pedestrian Bridges
- Any other related works

eThekweni Transport Authority – Speedhumps And Guardrails

- Construction of new speed humps
- Installation of new guardrails
- Installation of new road furniture

eThekweni Parks, Recreation And Culture – Outdoor Gyms, Sports Fields, Beaches, Community Pools, Libraries, Community Halls And Other Buildings

Outdoor gyms and Play

- Construction of civil works related to outdoor gym facilities
- Building of platforms and excavation required
- Installation of outdoor gyms
- Installation of paving blocks
- Installation of signage

Sports Fields

- Construction of sports-fields and associated equipment
- Earthworks
- Grassing
- Drainage
- Ancillary equipment
- Associated amenities
- Installation of new combo courts
- Construction of new grandstands
- General building works: Caretaker's cottage, rehabilitation of changerooms (male and female ablutions)

Fencing

- Supply and installation of fencing, (Concrete Palisade, High Visibility Mesh or similar approved, Supply of all material, labour and required equipment)

Swimming Pools

- General building works: Rehabilitation of the swimming pool. Rehabilitation to lifeguard tower/ office, changerooms and ablutions.
- Mechanical and electrical: Rehabilitation of the filtration room (mechanical and electrical works).
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

Community Halls

- General Building Works: Main hall, changerooms, ablutions, staff office, caretaker's office, stage, plumbing, electrical and drainage downpipes.
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying

and connections.

Beaches

- General Building Work: Changerooms, ablutions, showers, lifeguard towers, PA Systems, plumbing, electrical and structural defects.
- Civil Works: Fencing (Bollards), paving, boundary walls and pier.

Libraries

- General Building Works: Main library, Boardrooms, ablutions, staff offices. Most of our libraries have issues of the roof.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections.

Museums

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Nature Reserves

- General Building Works: Main building, Boardrooms, storerooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Community Parks

- General Building Works: Play lot Equipment, Benches and tables.
- Civil Works: Paving, By-Law signs, fencing (Bollards).

Parks Depots

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Cemetries

- General Building Works: Changerooms, storerooms, ablutions, staff offices.
- Civil Works: Access roads, internal roads, parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

eThekweni Human Settlements – Gabions And Retaining Walls

- Site clearance and grubbing
- Earthworks
- Construction New Retaining Wall/Gabions

eThekweni Water And Sanitation - Ablution Facilities

- Construction of civil works related to insitu of containerised ablution facilities
- Provision of portable ablution facilities
- Ablution refurbishment and new ones
- Alternative technology toilet replacing UD's
- Boreholes & Water Tank installation
- Sewer line repairs and upgrade
- Water mains repairs and upgrade

Where required, for works outside the CIDB CE category, the required activities may be sub-contracted; so far as possible, such sub-contracting must be to CPG qualifying entities. The various work Task Order will be determined and issued by the Consultant appointed to work in the above wards. It is the intention of the Employer to maximise the CPG contribution achieved on the project. A minimum of 50% CPG over-all must be achieved.

It must be noted that, as the projects proposed for implementation via the Community Infrastructure Projects Programme are dependent on Councillor requests received, there is no guarantee on the nature, quantum or value of individual task orders that may ultimately be awarded via the programme.

This work is to be issued as task orders comprising of Municipal Wards combined on a geographical basis for the North, South, Central, West 1 and West 2 regions, covering various wards. The works are to be undertaken in Urban, Peri- Urban Township and rural areas.

C3.1.3 Description of Site and Access

The sites are located in the various regions, Wards as indicated in the attached ward map and legend.

C3.1.4 Nature of Ground and Subsoil Conditions

There is no specific information regarding the nature of the ground and subsoil conditions Available

C3.1.5 Programming of Works

The contractor shall programme the identified works so as to ensure that the contractor undertakes necessary works on a given ward over a period of one cycle, (with each cycle comprising of time spent across all wards), in the period available to the respective financial year end, so as to ensure that a presence is sustained within the respective ward.

All the Wards must be attended to once every financial year.

The order of works proposed shall be submitted to the Employer, Programme Manager and Consultant for approval.

It is the Employer's intention to appoint a Programme Manager and number of consultant teams, (comprising of Engineers, Architects and Quantity Surveyors), to implement the programme.

The Consultant will be required to obtain the list of required projects for implementation from the respective ward councillor; in some instances, project requests may already be received and awaiting implementation. Once the project list is identified, and where necessary, designs completed, task orders will be issued to the Contractor. Regular engagements between the Contractor and the Consultant are required, so as to ensure that varying work demands, based on the status of project requests received, can be accommodated. Further, as and where necessary, the Contractor may be required to re-establish and move to other projects, whilst prolonged stake-holder related issues arising on site are addressed.

C3.1.6 Funding Process

It must be noted that the funds allocated on an annual basis are limited to use in the prescribed year. As such, there is no "roll over" of unspent funds to the next financial year. Multi-year projects can however be undertaken, with prior approval from the Consultant and programme Manager; such projects should not negatively impact the programme or result in under-expenditure in a ward in a given year.

The contractor will therefore be required to submit a programme to implement projects identified over the time available in the financial year so as to maximise capital spend in the year.

The list of projects required for implementation will be determined by the consultant team in consultation with the ward councillor and Officials from respective Employer department.

It must be further noted that, notwithstanding the total sum tendered, the total value of works undertaken via this contract shall be limited to funds allocated within each ward and allocated to projects to be implemented via this contract. (The total budget allocated to each ward may not necessarily be allocated to projects to be executed via this contract and may be allocated to projects to be undertaken via other procurement mechanisms). The rates submitted will be used in the execution of each Project order issued.

C3.1.7 Key personnel

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement multiple projects undertaken over the allocated region; personnel must further be able to project manage and implement ward based projects including being able to deal with socio-economic and related conditions arising from such works.

In addition, a significant amount of construction works is required without detailed design work provided; allocated site personnel must have the necessary experience to ensure collaborative solutions are determined and implemented by the consulting team and Contractor.

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

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

limited to:

- Consultant team, as may be allocated to the ward in which work is being undertaken;
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Local ward based contractors / CPG targeted contractors
- Business Interest Groups
- Materials and equipment suppliers

C3.1.9 Procurement Assistance

It must be noted that, due to the nature of the works and the targeted enterprises, the Contractor may be required to assist ward based contractors with procurement of materials, equipment hire, cashflow issues etc.

C3.1.10 Selection of Ward Based Contractors

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

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

- Contractors on the Vuku'Phile Programme, (not restricted by ward);
- Companies on the Municipality's CPG database;
- Companies on the Municipality's CIP database;
- Companies on any other developmental database held by the Municipality;
- Qualifying companies identified via the Central Supplier Database

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

C3.1.11 Limit of Appointment

Contracts 1S-29529 cover the same scope of work which is segmented geographically across 5 regions in eThekweni Municipality to promote participation whilst also managing performance risk. bidders submitted bids for the above-mentioned contract numbers will be limited to 1 award should they be most responsive on more than 1 submission. Value for money proposition will be used to determine the award in the instance where a bidder is most responsive in more than one enquiry.

C3.1.12 Mentorship and development

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

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

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 subcontractor employed to work on this contract. The information required is:

- Name of Sub-contractor as registered with SARS
- Grading as registered with CIDB
- B-BBEE Status
- Ward the Contractor's company is established
- Names and Copies of Identity Documents of the Main Members of the Subcontracting firm
- Copy of employment contract with main contractor
- Information of staff working for the Sub-contractor will be collated as per Clause C1.2.3.4 FTE Employment Information of this document
- Any other information required by the Employer, as may be stipulated by the Employer, to report on Subcontractors and claim benefit of such reports

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.

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

C3.1.13 Quality Management

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

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

C3.1.14 Limitation on designs

It must be noted that detailed scope and associated designs for works required may not be available at time of award of task order. The contractor must therefore have sufficient competency to determine and implement site based solutions using best practice principles and accepted norms and standards.

C3.1.15 Management Meetings

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

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

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

C3.1.16 Payment Certificates

Interim payment certificates will be submitted for each task order instructed. Such payment certificate will be subject to approval by the appointed Consultant, responsible Client Department representative and the appointed Client Programme Manager. Upon confirmation of above, the Contractor will submit a consolidated invoice and payment certificate to the Consultant for approval/processing; upon approval, this will be submitted to the Programme Manager (or Employer's representative, if so indicated), for processing. Such will be submitted on a monthly basis or at intervals as agreed upon with the Client. It must be noted that the time allowed for payment of payment certificates will only commence upon submission of the consolidated certificate.

The above process may be amended by the client, dependent on operational requirement.

The contractor must ensure full reporting (i.t.o CPG beneficiaries etc) accompanies each task order and consolidated payment certificate.

C3.1.17 Proof of compliance with the law

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

C3.1.18 Variations to Scope

Where the items specified in the bill of quantities do not reasonably satisfy the requirements in the scope of works, in the opinion of the Engineer/Consultant Team, and the decision is taken to undertake the works via the Managing Contractor Contract, the scope of works and related items will be handled as a variation to the Contract, with rates to be reviewed by the Engineer/Consultant Team and approved by the applicable Employer Department.

C3.1.19 Design / Supervision By Employer

It must be noted that, in some instances, works may be designed by the Employer (rather than the appointed consultant). In such instances, the works may be supervised either by the Employer's staff, or those appointed by the Consultant. The requirements and associated responsibility in instances where the Employer is undertaking design and/or supervision services will be communicated at the issuing of the associated Task Order.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (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. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

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

Agent's Representative.

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

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

[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 Water and Sanitation Unit. 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 Compactive 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 tenderers attention is drawn to the fact that sewer reticulations are existing in the contract area.

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 tenderers attention is drawn to the fact that stormwater pipes and inlets are existing in the contract area.

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 eThekweni 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 eThekweni Electricity or their agents. It is a requirement that the street lighting be operational at all times.

PS.6.3 MV / LV Cables

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

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

Department of Labour.

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SITE SECURITY

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

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

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

PS.13 SKILLS DEVELOPMENT (SD) AND CORPORATE SOCIAL INVESTMENT (CSI)

The nature of this tender emphasises on empowering local contractors therefore the appointed Contractor will not be required to allocate funds to SD or CSI. However, should the contractor chose to contribute towards SD or CSI, the Contractor should seek guidance from the Employer to ensure fair distribution.

PS .14 EXCAVATE IN ALL MATERIAL TO FILL

The unit of measurement shall be per cubic meter (m3). In addition to clause DA.8.3 the rate shall include for backfilling the excavated material from excavations and compacted to the required densities. The areas of fill will be dictated by the Engineer.

PS.15 TESTING

PS 15.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS 15.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS 15.3 Retesting

The tenderers attention is drawn to the clause AB.6 where it states that the contractor is responsible for the site control testing to confirm that all related site works is in accordance with the specification.

Acceptance testing is undertaken by the Department at the discretion of the Engineer after reviewing the results of the control testing.

PS.16 CONSTRUCTION OF SPEEDHUMPS AND MEASUREMENT OF SPEED HUMP ASPHALT

Measurement shall be tons (t) and payment will be based on measurement of asphalt laid on site.

The rates tendered for the asphalt shall cover all materials, storage, handling, mixing, transporting, sweeping the previous surface where necessary, spreading, jointing, compacting, protection to adjacent concrete kerbing, paving and street furniture, and testing other than those tests carried out by the Engineer in accordance with the specification.

The Engineer must be given 1day/24hours notice prior to construction of each hump.

The Engineers Representative shall only check the Works on Site and shall not be responsible for constructed works constructed out of specification. Thus onus lies with the Contractor to ensure works are constructed to specification.

The accuracy of speedhumps constructed will be checked using an approved speed hump template. Incorrectly built speed humps shall be removed in its entirety and reconstructed to the Engineers satisfaction, no additional payment will be made. No chipping out or partial repairs will be accepted.

Each hump has a cross sectional area of approximately 0.254m² including the keys of 50mm thickness. Therefore using compacted asphalt which weighs 2.44 tonnes per cubic metre, each constructed hump will have a weight of 0.620 tonnes per metre length. Measurement of tonnage of asphalt will be made on this weight of 0.620 tonnes per metre length of hump – and not by means of asphalt weigh bridge slips. Should keys have to be cut deeper than 50mm, additional allowance will be made for any key depth over 50mm.

The rates tendered for the asphalt shall cover all materials, storage, handling, mixing, transporting, sweeping the previous surface where necessary, spreading, jointing, compacting, protection to adjacent concrete kerbing, paving and street furniture, and testing other than those tests carried out by the Engineer in accordance with the specification.

The layer thickness shall vary according to the specification and be Asphalt surfacing, eThekweni Mix 'A'.

9.5 mm continuously graded asphalt, compacted to 98% Mod AASHTO.

Construction of speed humps shall be carried out as follows:

A key 650 mm wide x 50 mm deep must be saw-cut in the wearing course at both ends of the proposed speed-humps and filled with sand-bags if traffic is to pass over before the speed-hump is constructed. The cost of supplying, placing and removing these sand-bags and repairing any damage to the saw-cut edge will be borne by the contractor.

A timber profile template of the speed-hump must be submitted to Engineer for approval and use before construction commences.

The existing asphalt surface must be cleaned and tack-coat must be applied before the mix 'A' asphalt speed-hump is constructed.

PS.17 SAW CUTTING

Saw cutting for speedhump keys, will be paid for only the two longitudinal cuts per key, over the width of the speedhump.

Standard key depth is 50 mm, however allowance in the rate for saw cutting must be made for cutting to a depth of 80 mm.

PS.18 ROAD SIGNS

PS 18.1 The sign shall be made of 1.4mm thick chromadek sheeting backing with uni-struts. The legend shall be Black semi-mat, the background shall be Class 1 white and the border shall be Red Retro-Reflective. The type of sign and dimensions shall be as specified in the drawings.

Road sign W332 to be erected as per drawing number 4262/A.

The rate shall include for the sign, clamps, bolts, nuts, and assembly and mounting on new post.

- PS 18.2 The sign posts are to be 2mm thick x 76mm in diameter x 3800mm in height, the posts shall be hot dipped galvanized with end cap and R10 re-bar protruding 100mm on either side of post 50mm from the base and set in in-situ 350mm x 350mm x 600mm 20mPa/19mm concrete anchor block. No welded sections of tubing shall be accepted.
Notwithstanding clause TA 8.2, TA 8.3 and TA 8.4 the unit of measurement shall be number. (no.) and payment will be based on no. of sign post installed on site.

The rate shall include for all labour, plant and material for the installation of the posts.

The rate shall include for supply of the posts, concrete, excavation, erection of post and removal of excavated material to approved tip.

- PS 18.3 Supply and install road sign W401 and W402 on bollard. The four corners of the sign are to be bolted onto the bollard. The bolt shaft is to be epoxied.

Rate is to include for the supply and install of the sign, all bolts, nuts and adhesives.

The position of each sign shall be agreed with the Engineers Representative on site prior to erection.

- PS 18.4 Payment for road Sign Boards:

The unit of measurement shall be number (No) of completed road sign boards. Separate items will be scheduled for each type of material specified and shall also differentiate between different sign boards.

The tendered rates shall include full compensation for providing the completed road sign board, frame, fixing brackets, including painting, galvanising if specified, reflective lettering, symbols, legends, backgrounds and borders, attaching the road sign board to the road sign support, and for all other materials and workmanship, brackets, bolts, nuts, etc., for the completion of the road sign boards as specified.

PS.19 ROAD STUDS

Road studs shall be installed as per the drawings and the manufacturer's specification and in accordance with clause TB of the "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. Road studs shall be installed after the painting has been completed.

PS.20 ROAD MARKINGS - LINES

The unit of measurement shall be metres (m). Separate items will be scheduled for each specified width, type of material, and colour of line and the quantity paid for shall be the actual length of line painted in accordance with the instructions of the Engineer, excluding the length of gaps in broken lines.

The rates shall include for procuring and furnishing all material, including the retro-reflective beads in the case of retro-reflective paint, and the necessary equipment, and for painting, protecting and maintenance as specified, including the setting-out and premarking of the lines.

PS.21 BOLLARDS

Concrete bollards to be concrete grade 30/13, steel float finish and bottom face to be brushed finish, bollards shall be securely installed in grade 20/13 foundation concrete as per standard drawing no.:38580. Bollard dimensions to comply with the standard drawing No.:38580.

The rates shall include for excavation in all materials, backfilling and compaction in all materials, removal of existing material to spoil, supply and place concrete complete.

The unit of measurement shall be number (No) of completed concrete bollards

PS.22 GUARDRAILS

PS 22.1 Supply and erect new guardrails

- Guardrail available in effective lengths of 3.81m and 4m.
- Special lengths available on request.
- Individual sections may be curved to fit any radius from 3 to 45m.
- Manufactured to SANS 1350:2005.
- End protection available in standard bullnose end wings.
- Available either hot dip galvanized to SABS ISO 1461 or uncoated.
- Installation guidelines available on request.

PS 22.2 Supply and erect new precast concrete post

- Refer to eThekweni Standard Drawing for Concrete Bollard and Steel Guard Rail (Drawing No. 38580)

PS 22.3 Supply and install reflective plates

- Type D specified by Department of Transport.
- Type V reflectors also available.
- Manufactured from Chromadek to ensure long service life.
- Retro-reflective material complies with provisions of CKS 191.
- Colour coding to customer specification.
- Slotted base for ease of installation.
- Other basic materials available on request

PS 23 FENCING

PS 23.1 Clearview Fencing

The tender rate for the fencing shall be per meter. The rate must include digging for excavation, compaction, supplying of 2.4m high poles at a specified spacing from the manufacturer. The fence shall be galvanised and resistant to brittleness.

PS 24 MATERIAL STABILIZATION

PS.EC.1.2 Cementing Agent

The cement used shall conform to SABS ENV 197-1 and shall be classified as either CEM II/A-S 42.5 or CEM III/A 32.5 respectively.

Payment for the stabilization agent shall be included in the rate tendered for the cement treated stabilization graded crushed stone layer, section 4-Part DA item 2. The rate tendered shall also include full compensation for providing the stabilising agent at the works, irrespective of the rate of application specified or ordered and shall allow for the variation of mixing and compaction times of the various stabilization agents.

PS.EC.1.3 Graded Crushed Stone

The material shall conform to the requirements for a G4 or better material as described in TRH 14:1985 and shall be free of shale or weathered dolerite materials. The following additional requirements shall also be met:

Before stabilising:-

Percent passing 0.425 mm sieve (TMH1-A1)	Max. 15
pH (of fines passing 0.425 mm sieve)	Min. 6

After stabilising:-

Plasticity Index (TMH1-A3) after treatment	Max. 6
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UCS (7 day) @ 100% Mod. AASHTO
(TMH 1-A14) Min. 1.5 Mpa
Max. < 3.0 Mpa

ITS (TMH1-A16T) Min. 250 kPa
Cement content Min. ICL value or 2% by mass of raw material – whichever is greater
Max. 5% by mass of raw material.

PS 25 DUMP ROCK

PS. DA. [15] Choking of G5 Material into Dump rock Layer

After the dumprock layer has been processed and approved by the Engineer, G5 material shall be imported and spread over the dumprock layer. The G5 material must fill the voids of the upper surface of the dumprock and then be used to provide for level / uniform surface on the dumprock layer. Rate to include for importing, spreading, choking, spreading again and then rolled with a steel drum roller with vibration. On completion of the rolling and vibration. On completion of rolling and vibration, all voids are to be closed to provide a uniform surface. A light roll without vibration by the roller may be required again. The unit of measurement shall be in tonnes (t) and the quantity used will be based on the tally slips. All original tally slips to be received by the Resident Engineer.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DC	Earthworks for Concrete Lined Canals		
DD	Earthworks for Structures		
EA	Lime Stabilisation		
EB	Graded Crushed Stone	December	1988
EC	Cement Treated Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EE	Pre-coated Stone Chippings		
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EJ	Concrete Interlocking Block Surfaces		
EK	Waterbound Macadam Base		
EL	Dumprock Subgrade Improvement		
EM	Concrete Surface to Roads		
EN	Slurry Sealing		
EP	Single Seal Surface Treatment		
F	Protection Works	July	1992
G	Pre-stressing		
H	Reinforced Earth		
J	Piling		
K	Bearings		
L	Structural Work		
PB	Pavement Layers of Gravel Material		
PC	Stabilisation of Gravel Base		
PD	Surface Treatment: Modified Binder		
PE	Pressure Pipelines: Steel		
PF	Pressure Pipelines: Other Than Steel		
PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
PJ	Pipe Jacking		
PG	Lateral Support Systems		
PS	Pump Stations: Sewage		
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS ED	Road Asphalt
PS EE	Pre-coated Stone Chippings
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EJ	Concrete Interlocking Block Surfaces
PS EK	Waterbound Macadam Base
PS EL	Dumprock Subgrade Improvement
PS EM	Concrete Surface to Roads
PS EN	Slurry Sealing
PS EP	Single Seal Surface Treatment
PS F	Protection Works
PS G	Pre-stressing
PS H	Reinforced Earth
PS J	Piling
PS K	Bearings
PS L	Structural Work

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

C3.4: PARTICULAR SPECIFICATIONS

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

- C3.4.1 Part AH - OHSA 1993 Safety Specification
(26 Pages)
- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)
- C3.4.3 Site Specific Health and Safety Specification
- C3.4.4 Baseline Risk Assessment

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Insert Locality plan here

C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.

C4.1 LOCALITY PLAN

