



CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Engineering

DEPARTMENT

Roads and Stormwater Maintenance

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: **1M-25297**

Contract Title: **MAINTENANCE REPAIRS TO ROADS AND STORMWATER INFRASTRUCTURE AS AND WHEN REQUIRED IN THE ABM AREAS LOCATED WITHIN THE SOUTH-CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

Est. CIDB Grade/ Class: **5 CE**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **No Clarification Meeting**

Meeting Location, Date, Time: **Not Applicable**

Queries can be addressed to:
The Employer's Agent's Representative: **A. Naidoo**
Tel: 031 322 6830
eMail: adrian.naidoo@durban.gov.za
All email queries to be submitted by 14 September 2023 and consolidated questions and answers to be uploaded on the website 21 September 2023.

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 29 September 2023** at **11h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Roads and Stormwater Maintenance**

FOR OFFICIAL USE ONLY

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

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to undertake maintenance repairs to roads and stormwater infrastructure in the Area Based Management (ABM) zones for the South Central region of eThekweni municipality for 24 months.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads and Stormwater Maintenance	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 5 CE (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Not Applicable Bidders are requested to submit email queries related to the bid. All emailed queries are to be submitted by 2023-09-14. Email question and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2023-09-21.	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: A. Naidoo Tel: 031 322 6830 eMail: adrian.naidoo@durban.gov.za All email queries to be submitted by 14 September 2023 and consolidated questions and answers to be uploaded on the website 21 September 2023.	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	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 29 September 2023 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening and assessment of tenders are 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 eThekwin Municipality as represented by: Deputy Head: **Roads and Stormwater Maintenance**

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.
 - The Employer's current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract,

Parts 1-3.

- Any other eThekwini Policy documents referenced in the Tender Documents.

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

A. Naidoo

Tel: 031 322 6830

eMail: adrian.aidoo@durban.gov.za

All email queries to be submitted by 14 September 2023 and consolidated questions and answers to be uploaded on the website 21 September 2023.

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.

SCM Policy (Cl.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 **CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

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

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.

F.2.1.3 Eligibility: Tenderer's Experience

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

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

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

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

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

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

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

Table 1: Documentation / Information Requirements

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

Table 1: NOTES

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

Table 2: Tenderer's Experience Requirement

Provision or Maintenance of Roads and Stormwater Infrastructure
Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:
1. Major and minor road patching repairs in roadways and sidewalks, including pothole repairs and holding/maintenance measures 2. Supply and installation of precast products, including all material 3. Installation of gabion baskets and reno mattress

Experience Requirement: Contract(s) with works of a similar nature, within the past 7 years

Contract(s), where the combined value of completed work is at least 50% of the tender value submitted for this tender. Contracts may have been executed as a Sub-Contractor.

Experience Requirement: Contract(s) with works of a similar nature, within the past 7 years

A minimum of 3 contracts, each with a value of 50% of the tender value submitted for this tender. Contracts may have been executed as a Sub-Contractor.

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

F.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:

Not Applicable

Bidders are requested to submit email queries related to the bid. All emailed queries are to be submitted by 2023-09-14. Email question and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2023-09-21.

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 eThekwini Municipality.

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

- Contract No. : **1M-25297**
- Contract Title : **MAINTENANCE REPAIRS TO ROADS AND STORMWATER INFRASTRUCTURE AS AND WHEN REQUIRED IN THE ABM AREAS LOCATED WITHIN THE SOUTH-CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

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**

Tenderers are to include, with their paper (“hard copy”) submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. “**XX-xxxx – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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, 29 September 2023**
- 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.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** 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 80/20 preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** 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: 50%

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	90/10
Race: Black (w1-100%)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	7.5	n/a
	Equals 100%	10	n/a
Maximum Goal Points:		10	n/a

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

- w1 = 100%, w2=0%, 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)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- 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).
- Agreement for a Consortium, Joint Venture, or Trust.

• **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 50%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	2.5	n/a
Kwa Zulu Natal	5	n/a
eThekweni Municipality	10	n/a
Maximum Goal Points:	10	n/a

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

- CSD report

Limitation on number of awards to be made

Enquires 1M-25291, 1M-25463, 1M-25464, 1M-25297 and 1M-25295 are of the same nature and will be evaluated and awarded simultaneously. It is the intention of the department to limit the number of enquiries that may be awarded to any one tenderer, to 1 contract per tenderer.

In the event that tenderers are considered most responsive for multiple enquiries, the recommendation for award will be based on the contract with the highest most responsive tender offer received, across all enquiries, being recommended firstly for that particular enquiry and thereafter recommendations will be made for the remaining enquiries accordingly.

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

- The tenderer 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.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- 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.
- 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.
- 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.
- The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- 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)**.

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**XX-xxxx – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed 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

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Technical

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 16 to 35.

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	eThekweni 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.
		Personal income tax 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:

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION (N/A)

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 F3.11.9 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?	YES	NO
If yes, furnish particulars:		
.....		
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
If yes, furnish particulars:		
.....		
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
If yes, furnish particulars:		
.....		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
If yes, furnish particulars:		
.....		
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES	NO
If yes, furnish particulars:		
.....		

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 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 systems are applicable to invitations to tender:

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	10	n/a		n/a
Ownership Goal: Gender (female)	0	n/a		n/a
Ownership Goal: Disabilities	0	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	10	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 eThekwinI 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:

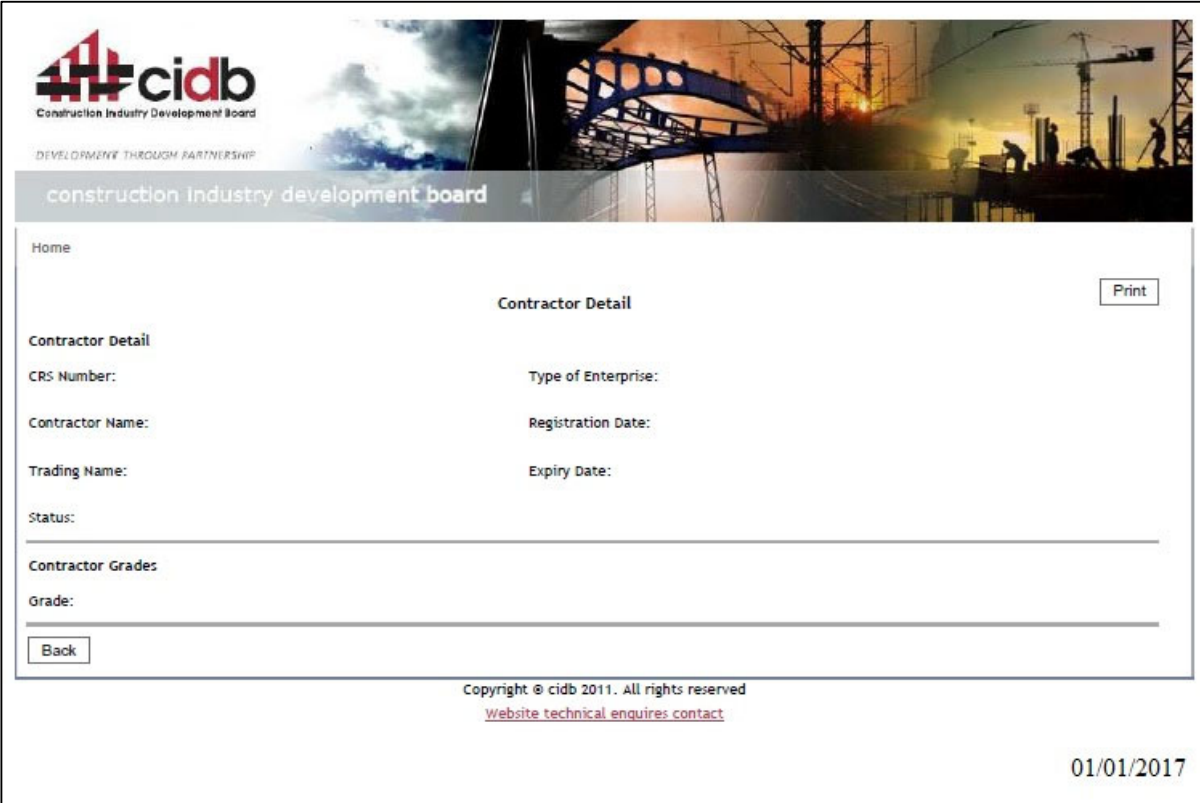
T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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: _____

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

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:

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: **1M-25297**

Contract Title: **MAINTENANCE REPAIRS TO ROADS AND STORMWATER INFRASTRUCTURE AS AND WHEN REQUIRED IN THE ABM AREAS LOCATED WITHIN THE SOUTH-CENTRAL REGION OF ETHEKWINI MUNICIPALITY FOR 24 MONTHS**

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

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

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

R..... (In words)

.....)

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The Special Conditions of Contract (SCC) form an integral part of the contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The Clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. SCC 9.2 TERMINATION OF CONTRACTS (in addition to clause 9.2.4)

Should it appear to the Head of the Department concerned that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the contract at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then in any such events, the Head of the Unit, may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case report the matter to the Bid Adjudication Committee.

The terminations of contracts awarded via the Bid Adjudication Committee are to be approved by the Bid Adjudication Committee. The contractor shall be responsible for any loss the Council may sustain by reason of such action as may be taken in terms of this clause.

3. SCC 5.4.4 SITE LOCATION (in addition to clause 5.4)

The head of the department reserves the right to interchange or transfer the successful contractor to any of the various regions within eThekwin Municipality to undertake work of the same nature at the tendered rates should there be a need for the successful contractor to undertake work.

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 of each instruction is 21 days. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.
- 1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Roads and Stormwater Maintenance**
- 1.2.1.2 The address of the Employer is:
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, P O Box 68, Durban, 4000
Telephone: 031 311 7428
Fax: N/A
E-Mail: manqoba.shange@durban.gov.za
- 1.1.1.16 The **name of the Employer's Agent** is: Manqoba Shange
- 1.2.1.2 The address of the Employer' Agent is: 25 Archie Gumede Place, 166 K.E Masinga Road, Durban
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, P O Box 68, Durban, 4000
Telephone: 031 311 7001
Fax: N/A
E-Mail: xola.mjaja@durban.gov.za
- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- **6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus 15% contingencies.**
- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).
- Note:
- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
 - ii) "experience" implies experience on projects of a similar nature.
 - iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.
- 5.3.1 The **documentation required** before commencement with Works execution are:
- **Health and Safety Plan (refer to Clause 4.3)**
 - **Initial Programme (refer to Clause 5.6)**

- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)

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

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

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

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

Third Party Insurance (Public Liability)

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

Principal's own surrounding Property Insurance

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

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) where work will be 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 **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black** owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified 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
- Disability (y / n)
- Education Level

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the

Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in

the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 23 pages. The pages are numbered **BoQ 1 to BoQ 22** in addition to a summary page.

N.B: Tenderers are to insert their completed Bill of Quantities after this page

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The project involves the repair of roads, sidewalks, Stormwater infrastructure, the construction and/or repair of access hardenings, cleaning of stormwater infrastructure and the removal of sand/rubble within the Area Based Management Zone (ABM) within the South Central region of eThekweni Municipality. The work will be carried out (under vehicular and pedestrian traffic) where necessary and where ordered by the Engineer and includes the following:-

1. Preparation work as requested by the Engineer.
2. Raising or lowering of services where necessary.
3. Major and minor road patching repairs in roadways and sidewalks, including pothole repairs and holding/maintenance measures.
4. Supply of all materials and precast products, including installation
5. Removal of rubble and sand.
6. Road Marking
7. Cleaning of the site on completion of each works order.
8. Cleaning of the stormwater catch pits and pipes.
9. Fencing repairs
10. Crack sealing
11. Retaining structures

Risks associated with the works

In addition to traffic related risks as stipulated in clause PS 10 of this specification the contractor is advised on some other risks associated with different surface treatments applicable in this contract in order to make allowances for such in the Health and Safety Plan.

a) Asphalt

Risks associated with:

- Use of plant and equipment.
- Working with hot mix asphalt.
- Exposure to dust and bitumen fumes that could affect general workers' respiratory systems if proper protection is not provided.
- Prolonged exposure to hot weather and sun.
- And other significant safety risks.

b) Raising of services

Risks associated with:

- Opening of closed chambers (gas emission).
- Use of heavy plant and equipment.
- And other significant safety risks.

c) Cleaning of stormwater catchpits

Risks associated with:

- Opening of closed chambers (gas emission).
- Confined space entry.

C3.1.2 Description of Site and Access

The roads and stormwater infrastructure to be repaired are located within the Area Based Management Zone (ABM) within the South Central region of eThekweni Municipality. The work will be spread throughout the various zones at random/various locations.

C3.1.3 Nature of Ground and Subsoil Conditions

N/A

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 (NOT APPLICABLE)

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

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

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

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

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

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

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

- (1) Time allowances to be made for the ordering of special items.
- (2) Any special sequence in which work must be carried out. Must certain areas of work be

- finished before work commences on others?
- (3) Is work required out of normal hours? (eg. to accesses).
 - (4) Vehicular access to private property is to be maintained.
 - (5) 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.2.4 Accommodation of Services

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

PS.4 SEWERS

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

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.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:

Describe issues relating to OH&S and the Regulations

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms

of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in **T2.2: Contractor's Health and Safety Plan**.

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the 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.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
ED	Road Asphalt	July	1992
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		
F	Protection Works	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS ED	Road Asphalt
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 F	Protection Works
PS PH	Manholes and Appurtenant Drainage Works
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

PAYMENT CLAUSES

N.B: Tenderer is to note that it is a requirement that photographic evidence/pictures are provided as proof of works undertaken. These are to include before and after pictures as well as pictures of the works being undertaken and completed works. Tenderers are to include for this requirement in the rates tendered.

SECTION 1: PRELIMINARY AND GENERALS

PS.AA.8 Contractors Fixed Obligations

This item covers all the necessary initial fixed obligations of the contractor including but not limited to insurances, initial supply of equipment.

To cover contractors fixed obligations to undertake the said work. Payment shall be made as follows:

50% - on the first payment certificate (provided the contractor has established on site and commenced work to the engineers satisfaction).

35% - when the contract is 50% complete in terms of contract value.

15% - on the final payment certificate (end of project).

PS.AA.9 Contractors time related Obligations

To cover contractors time related obligations to undertake the said work. Payments shall be made on monthly basis i.e. the contractor must have been issued with an instruction and executed work in that particular month.

PS.AA.12 Provision for a Community Liaison Officer

As per C1.2.3.1. Payment shall be processed upon submission of the time sheet/register that has been signed and indicating hours worked by the CLO or submission of proof of payment to the CLO for hours worked. The unit of measurement shall be PC sum.

PS.AB.10 Contractors superintendence

The tendered rate shall include full compensation for the provision of suitable, adequate and continuous site supervision (qualified site agent and foreman), transportation, and communication requirements for the month that the contractor is physically on site.

PS.AB.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 Contractor's staff, including local labour and subcontractors, material and all site plant and construction equipment required for the works at the site camp. Payment shall be made on a monthly basis.

SECTION 2: ASPHALT SURFACE REPAIRS

PS.ED.9. Repair of existing surface (patching and pothole repairs)

(a) Category B

The existing asphalt surface (160mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil, a new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with minimum two layers of the wearing course layer to a final thickness of 160mm. After compaction the surface of the patch shall be flush with the adjacent road surface.

(b) Category C

The existing wearing course (80mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher run layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 80mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(c) *Category D*

The existing wearing course (50mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 50mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(d) *Category E*

The existing wearing course (25mm) and crusher run (100mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 100mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 25mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(e) *Extruded Asphalt Haunch*

Asphalt to comply with Clause EG.3.1 of the Ethekeini Municipality Standard Departmental Engineering Specification. Standard 150mm high mould to be used with extrusion machine.

The tendered rates shall include for removal of the existing haunch/kerbing to spoil, supplying, processing, laying and compacting 150mm high extruded asphalt haunch, applying prime/tack coat as required. The unit of measurement shall be in metres (m)

PS.ED.10. Repair Surface (Asphalt Only)

(a) *Patching/Pothole*

In the areas to be patched the existing asphalt sides shall be saw cut vertically to the specified depth, be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with asphalt in layers (as per category specified in bill of quantity) . After compaction the surface of the patch shall be flush with the adjacent road surface.

The existing asphalt pavement which requires patching will be marked by the Engineer. Tendered rates shall include for removal of the insitu layers to spoil and trimming of all sides by any acceptable method of trimming (eg. saw cutting), supplying, applying prime/tack coat as required and supplying and laying of asphalt surface(as per thickness specified in bill of quantity) to the patch or pothole . The unit of measurement shall be in square metres (m²)

PS.ED.11. Saw cutting on asphalt.

Where instructed by the Engineer the contractor shall be required to saw cut by mechanical means on asphalt surfaces between 50 to 100mm on both sides of the kerb and channel. The unit of measurement shall be in metres (m) with each side measured separately.

Tendered rates shall include for the trimming of all sides by any acceptable method of trimming (eg. saw cutting) , the removal of the insitu layers to spoil and transportation to approved dump site.

PS.ED.12. C.P.M.” trench reinstatement

The above work falls under the Department’s “Capacity Process Management” (C.P.M.) initiative. The work involves the reinstatement of trenches excavated by the eThekwini Water Services

(EWS) or Water Department or any other services provider that are given permission to trench, in roads and sidewalks throughout the eThekwin Municipality.

The trenches that require reinstatement under this item would be found backfilled to finished road level (by the EWS) with 2 x 150 mm layers of compacted G2 crusher run, as the uppermost construction. The sequence of patching activity therefore under this section will be as follows:-

- (i) Remove compacted crusher run as per asphalt thickness required in terms of road category and remove from site.
 - (a) Category 'A' remove 240 mm crusher run.
 - (b) Category 'B' remove 160 mm crusher run.
 - (c) Category 'C' remove 80 mm crusher run.
 - (d) Category 'D' remove 50 mm crusher run.
 - (e) Category 'E' remove 25 mm crusher run.
- (ii) Recompect top of crusher run surface.
- (iii) Remove all loose material by sweeping.
- (iv) Trim all sides of the existing asphalt surface to a true vertical line.
- (v) Paint (apply) the vertical sides of the existing asphalt surface and top of existing crusher run with bitumastic emulsion @ 0.6l/m²
- (vi) Supply, place and compact asphalt in layers not exceeding 80 mm thick (after compaction) to 98% Mod. AASHTO as required per road category.
- (vii) Remove spoil and clean up site.

The Unit of measurement shall be in square metres (m²)

PS.ED.14. Supply of cold mix asphalt for repairs

In the areas where temporary patches to existing asphalt is required, the contractor will be required to use cold mix asphalt to undertake the necessary temporary repair works. Tendered rates shall include for removal of the insitu layers to spoil and trimming of all sides by any acceptable method of trimming (eg. saw cutting), supplying and laying of asphalt surface. The unit of measurement shall be in square metres (m²)

PS.ED.5.1.1 Weed killer

The unit of measurement shall be square metres (m²) of the area to be paved and the rate shall cover the supply and two applications of weed killer as instructed by the engineer.

PS.DD.8.11.1 Supply, Backfilling and Compaction of trenches, reinstatements,undermining using G2, G5 material supplied by the Contractor

The unit measurement for backfilling and compaction shall be the **cubic metre (m³)**

The quantity measured shall be calculated from within the neat outlines of the length, width and height over which the backfilling is constructed. The backfill material shall be supplied by the contractor.

The unit rates shall include for:-

- (1) Supply, loading, hauling, deposition and spreading of backfill material;
- (2) Preparing, shaping, watering, mixing and compacting in layers not exceeding 300mm loose thickness to a minimum density of 95% Mod. A.A.S.H.T.O.

The tendered rate shall include for preparing the work areas, placing and compaction of the following materials:-

(a) G5: The G5 must be placed to cover the whole length and width or as instructed by the engineer, and compacted to a thickness of 1000mm each layer not exceeding 300mm.

(b) G2: The G2 must be placed to cover the whole length and width or as instructed by the engineer, and compacted to a thickness of 150mm.

Items shall be priced for separately in the Bill of Quantities.

SECTION 3: CONCRETE AND PAVING REPAIRS

PS.ED.13. Saw cutting on concrete.

Where instructed by the Engineer the contractor shall be required to saw cut by mechanical means on concrete surfaces between 50 to 100mm on both sides of the kerb and channel. The unit of measurement shall be in metres (m) with each side measured separately. Tendered rates shall include for the trimming of all sides by any acceptable method of trimming (eg. saw cutting), the removal of the insitu layers to spoil and transportation to approved dump site.

PS.ED.14. Cast insitu concrete paving to suite precast concrete paving.

Refer clause EG.8.6 of the eThekweni Municipality Civil Engineering specifications. The rate shall also include removal of existing material to spoil at an approved tip site.

PS.ED.15. Supply and lay new figure 6 barrier kerbs.

The unit of measurement shall be in meters (m) and the rate shall cover the supply of all precast (figure 6 barrier kerb items), including transporting, loading, laying and jointing (including all expansion joints, cast insitu concrete foundation, including mixing, laying, float finishing, setting out kerb and channel haunches, including the construction of the channel haunch, all supervision, plant, testing, labour, equipment, materials, protection and incidentals to complete the work as specified.

PS.ED.16. Supply and lay new figure 8 mountable kerbs.

Same as (PS.ED.15.) above but for figure 8 mountable kerb.

EG.8.3 Expansion joints

Where existing expansion joints in concrete and brick paved areas are removed or damaged during reinstatement works, and then these are to be replaced. The joint is to consist of the following elements:-

The sealer used in the expansion joints shall be polysulphide conforming to SABS.110/1973. The joint filler shall be of compressible material approved by the Engineer. The joint is to extend through the sand/cement bedding. Expansion joints shall be at ± 7 m centres or in positions as indicated by the Engineer on site.

NOTES:

- (1) All joints to be between 12 and 15 mm wide x 100 mm deep.
- (2) Make good where paving is damaged by cutting, viz. chips, spalling, loose paving etc.
- (3) A 2 mm recessed finish to the sealer is required.
- (4) All cutting residue must be cleaned off paving surfaces before it dries out (i.e. all hardened surfaces, including concrete channels, sidewalks, median areas etc., must be hosed down directly behind the cutting operation). NO residue is to be left to dry out.
- (5) Sealing of open joint is to be completed within **24 hours** of cutting.
- (6) Minimum thickness of sealer to be 10 mm.

PS.ED.17. Reset existing paving brick

The unit of measurement shall be in square meters (m²) of completed area. The rate shall cover formation preparation, all necessary compaction and materials, resetting of bricks to original level, cutting of bricks to size, filling joints with cement mortar and filling granolithic concrete. (Rate excludes supply of bricks)

PS.ED.18. Precast concrete barriers

The tendered rate shall include for the supply and placing of each of the precast concrete barriers as per the attached drawing. The unit of measurement shall be per unit supplied and placed.

SECTION 4: CRACK SEALING

SECTION 4800: TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS

B4802 MATERIALS

- (a) Bituminous binders

Add the following to the first paragraph:

“The classification of modified binders for crack sealing shall be as shown in Table B4801

TABLE B 4801

Classification of Modified Binders for Crack Sealing	
Modified Binder Class (C)	Application
CH-E1	Crack Sealant - Hot applied
CC-E1	Crack Sealant - Cold applied
CH-R1	Crack Sealant - Hot applied

The letter codes used in the classification are defined as follows:

CH – crack seal applications (hot applied)

CC – crack seal applications (cold applied)

E – a polymer of the elastomer type (e.g. SBR, SBS, etc)

R – crumbed rubber

The binder to be used on this contract for the sealing of cracks shall be CH-E1 modified binder crack sealant. The minimum required properties of crack sealant are shown in Table B4802 The sealant shall be applied through an applicator manufactured specifically for this purpose.

TABLE B4802

Properties for modified binder crack sealants

	Unit	Test Method	CH-E1	CC-E1	CH-R1
Softening point (R&B)	°C	MB-17	80 (min)	80* (min)	65 (min)
Elastic recovery @ 15°C	%	MB-4	80 (min)	80* (min)	N/A
Flow @ 60 °C	mm	MB-12	Nil	Nil	5
Resilience	%	MB-10	N/A	N/A	13 (min) 35 (max)
Torsional recovery @ 15°C	%	MB-5	Report	Report	Report
Solids content (m/m)	%	MB-22	N/A	55	N/A
Viscosity @ 165°C	Pa.s	MB-18	0,55 (max)	N/A	N/A
Dynamic viscosity (Haake @ 190°C)	DPa.s	MB-13	N/A	N/A	20 (min) 40 (max)
Viscosity @ 25°C	Pa.s	MB-18	N/A	0,8 (max)	N/A

* Note: determined on binder residue

B4803 PLANT AND EQUIPMENT

(b) Equipment for crack sealing

Replace this entire subclause with the following:

“The contractor shall among others provide the following equipment for crack sealing:

(i) Blowing out cracks

(a) A mobile pneumatic pump capable of producing at least 3 m³/min compressed air at 650 kPa pressure. The compressed air shall be free of deleterious matter that may adversely affect the bond between the sealant and the cracks. The compressor shall be free of oil and diesel leaks,

AND

(b) Wire brush

AND

(c) An asphalt crack hoe

(ii) Sealant applicator

(a) A mobile vessel capable of heating the sealant to the required application temperature by indirect heat, controlled by a thermostat to prevent overheating. A calibrated thermometer shall be fitted in an accessible position to accurately measure the sealant temperature in the tank. Only pumps which can deliver the sealant to the crack in a controlled fashion shall be used. The sealant may be applied with a portable/mobile pour pot machine. The sealant shall be heated with a gas heater and checked by use of the thermostat to ensure it meets the required application temperature.

OR

(b) A portable/mobile pour pot machine pot pour with a 2mm nozzle opening and provided with reserve nozzle may be used so long as another kettle for heating the material is available..

(iii) Heating Equipment

(a). Industrial gas burners and or other special heating equipment appropriate for the heating of bituminous binder. The equipment shall be approved prior to use by engineer or engineer representative.

The contractor shall ensure that all equipment is kept clean so as to prevent blockages and resultant poor workmanship.

B4804 CONSTRUCTION

(f) Sealing cracks

(ii) Preparation

Add the following:

“The cracks shall be blown out with compressed air and swept with a wire brush or asphalt crack hoe . The compressed air shall be free of deleterious matter that may adversely affect the bond between the sealant and the cracks. The compressor shall be free of oil and diesel leaks.

A lance shall be used to direct the force of the air into the cracks and must be manoeuvrable enough to follow the path of the crack accurately. All dirt, grit and other base or foreign matter shall be blown and swept out and be removed from the cracks and road surface.”

- (iii) Cracks smaller than 3mm

Add the following:

“cracks smaller than 3 mm width shall be upon order by the engineer by mean of a written site instruction.”

- (iv) Cracks of 3mm and wider

Add the following:

“Cracks shall first be cleaned before the crack is sealed. A supply of herbicide diluted in accordance with the project requirements may be prepared and sprayed into the cracks if deemed necessary by the engineer. The sealant shall be forced into the cracks by means of an approved sealant applicator. The contractor shall ensure that the sealant mixture actually penetrates the crack and does not merely cover the crack in the form of a bandage. All excess sealant on the road surface wider than 30mm on each side of the crack and 1mm thick shall be removed, and will not be paid for.”

- (v) Restrictions

Add the following at the end of the second paragraph:

“This re-application forms part of the measured meter of crack completed and will not be measured separately.”

Add the following:

“Crack sealing shall not take place when the conditions are excessively windy or dusty as determined by the engineer.”

B4807 MEASUREMENT AND PAYMENT

Add the following items:

B48.14 Cleaning, Supplying Sealant and Sealing cracks

Item	Unit
Cleaning of cracks with compressed air, supplying sealant and sealing cracks as specified for:	m(metre)
(a) Transverse or Longitudinal Cracks	m

The unit of measurement for item B48.14.1 (i) and (ii) ie sealing of cracks shall be the metre of crack sealed as specified measured to the satisfaction of the Engineer.

Cleaning crack with compressed air, and sealing the cracks using Class CH-E1 modified binder crack sealant metre (m)

The unit of measurement for sealing of cracks shall be the metre of crack sealed as specified.

The tendered rates shall include full compensation for :

1. Blowing/cleaning the cracks by use of a mobile air compressor , wire brush and or asphalt crack hoe
 2. Supply and application of sealant with an approved sealant applicator
 3. Heating and applying all the materials as specified,
- and for all equipment, labour, supervision and incidentals for completing the work.
No additional payment will be made for multiple applications of material.

B48.15 Cleaning, Supplying Sealant and Sealing cracks

Item	Unit
Cleaning crack with compressed air, and sealing the cracks using Class CH-E1 modified binder crack sealant as specified for:	metre (m ²)
(a) Block cracks	m

The unit of measurement for sealing of cracks shall be the square metre of the road surface area effected by cracking as specified.

The tendered rates shall include full compensation for :

1. Blowing/cleaning the cracks by use of a mobile air compressor , wire brush and or asphalt crack hoe
 2. Supply and application of sealant with an approved sealant applicator
 3. Heating and applying all the materials as specified,
- and for all equipment, labour, supervision and incidentals for completing the work.
No additional payment will be made for multiple applications of material.

No additional payment will be made for multiple applications of material.

SECTION 5: ACCESS HARDING

As per standard engineering specification EG 5.4 and EG5.5.

SECTION 6: STORMWATER INFRASTRUCTURE REPAIRS

PS PH.1 Interpretations

Precast concrete products must comply with SANS 927:2003 and 1294:1981 and precast polymer products must comply with SANS 1882:2003 edition 1.

PS PH.2 Materials

The material to be used on this contract shall be from an approved authorized supplier. The contractor will supply proof of SANS testing of materials.

PS PH.8 Construction/Measurement and Payment

Add the following clauses:

PS PH.8.11 Remove damaged 1200X1200 and 750x750 covers, splay, inlet lids, polymer covers, kerbs, support beams and bollards to spoil

The work shall include the removal, hauling and disposal of 1200x1200 and 750x750 concrete cover, splays, kerbs, support beams and bollards to the designated dump site. The unit of measurement shall be the number of light duty or heavy duty covers, splays, lids, beams and bollards removed. The contractor is to ensure that all manholes being repaired are cleared off any debris and damaged infrastructure (damaged precast lids, splays and covers).

PS PH.8.12 Remove and Reset existing Pre-cast and or Polymer Products

The tendered rate shall include for the removal of the existing pre-cast component and reset it to suit the original position including any brick or mortar work. The unit of measurement shall be per component removed and reset. The contractor is to ensure that all manholes being repaired are cleared off any debris and damaged infrastructure.

PS PH.8.13 Lowering or Raising of Existing double or single splayed storm water inlets, 300mmX300mm, 600mmX600mm, 750mmX750mm and 1200mmx1200mm.

The tendered rate shall include for the lowering or raising of existing storm water structures to match the existing sidewalk level and the changing of cast iron cover covers to frames. The unit of measurement shall be number lowered or raised.

PS PH.8.14 Penalty for failure to comply (Not applicable)

PS PH.8.15 Supply, Store, Replace and Place 300mmX300mm, 450mmX450mm, 600mmX600mm, 750mmX750mm and covers

The tendered rate shall include for the removal of existing covers and frames, hauling them to the Roads and Storm Water Maintenance Depot for storage and replacing with new polymer cover and frame. The rate shall also include the raising or lowering of the newly supplied frames and covers where necessary. The unit of measurement shall be per number supplied and placed.

PS PH.8.16 Supply and Place new precast concrete Element to Existing Inlets

The tendered rate shall include for the supply and placing of each item as described in the bill including reinstating and making good the surrounding surfaces. The unit of measurement shall be per unit supplied and placed. Where existing kerbs up to 5m on either side of the inlet are damaged, the contractor is to replace the kerbs accordingly to match the existing (Including 150mm x 150mm concrete haunching behind kerbing at joints only).

PS PH.8.17 Supply and Place new Precast Polymer element to existing inlets

The tendered rate shall include for the supply and placing of each item as described in the bill including reinstating and making good the surrounding surfaces. The unit of measurement shall be per unit supplied and placed. Where existing kerbs up to 5m on either side of the inlet are damaged, the contractor is to replace the kerbs accordingly to match existing (including 150mm x 150mm concrete haunching behind kerbing at joints only).

PS PH.8.18 Construction of channel and/or apron leading into manhole

In cases where the contractor has been instructed to repair a manhole and the channel and/or apron is deemed to be damaged as well, the contractor is to construct a new channel and /or apron to replace the damaged section/s in accordance with the EThekwini municipality's standard drawings. The grade of concrete for all cast in-situ work shall be 20/13 Mpa as specified in Part 'C': Concrete Works of EThekwini Standard specifications. The unit of measurement shall be the meter (m) and the rate shall cover labour including supervision, all material, equipment, excavation, loading, mixing & laying, jointing, concrete foundation, setting out, float finishing and removal of rubble.

PS PH.8.19 Brickwork

The unit of measurement shall be number of bricks used (No). The tendered rate for brickwork shall include for the supply and laying of the Brickwork including mortar were necessary.

PS PH.8.20 Supply and install driveway slabs

The work item covers requirements for the supply and installation of concrete driveway slabs as and when instructed to do so by the Engineer or his/her representative. The work will be carried out under traffic.

This contract includes the following work:

1. Preparation of the foundation for the placing of driveway slabs.
2. The removal of any debris, sand or silt.
3. Supply and installation of new driveway slabs including the splays.
4. Removal of all spoil off site.
5. Cleaning of the site on completion.

The tenderer shall supply and install 1400x750mm concrete driveways slabs as specified by the Engineer. All driveway slabs must be placed in such a manner that will have ease of access for motorists entering and exiting the stormwater infrastructure. The unit of measurement shall be per Number installed as per site instruction issued by the Engineer. The tendered rate shall include for the preparation of the foundation for placement of the slabs which includes for the removal of all vegetation, litter, sand, debris and all other material that

may interfere with the placement of the slabs including dumping of the spoil to an approved dump site, supply of concrete slabs, transportation, installation and labour.

PS PH.8.21 Supply and install right/left precast driveway splays

The tenderer shall supply and install right or left precast concrete driveways splays as specified by the Engineer. All splays must be placed in such a manner that will have ease of access for motorists entering and exiting the stormwater infrastructure. The unit of measurement shall be per Number installed as per site instruction issued by the Engineer. The tendered rate shall include for the preparation of the foundation for placement of the splays which includes for the removal of all vegetation, litter, sand, debris and all other material that may interfere with the placement of the splays including dumping of the spoil to an approved dump site, supply of concrete slabs, transportation, installation and labour.

SECTION 7: STORMWATER CLEANING

PS.SM.8.1.5 Clearing of Blockages in Manholes and Inlets

Where instructed in writing by the Engineer, the contractor shall be required to clear blockages in the stormwater manhole/s and inlet/s. The tendered rate shall allow for the cleaning/unblocking of manholes and inlets as per depth category of such structure. It shall also include the cleaning of the immediate **(2m either side)** incoming and outgoing sections of the connection pipe, to ensure free and unobstructed flow of stormwater. The rate shall also include cleaning of the kerb inlet area **(10m either side)** of any sand, encroachments, weeds, litter, illegal dumping and debris.

The Engineer shall issue instructions to define specific locations to be cleared. No measurements or payment will be made in respect of any areas other than those ordered in writing.

All manholes and inlets shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purposes.

The rate shall also include for the cleaning, removal, loading, transportation and disposal of silt, debris etc. To an approved tip site. All spoil shall be removed immediately by end of shift.

PS.SM.8.1.6 Clearing of Blockages in pipes

Where instructed in writing by the Engineer, the contractor shall be required to clear blockages in the stormwater pipes. The tendered rate shall include for the clearing/cleaning the full length of the blockage in the pipe using pressure jetting and shall be measured per pipe size cleaned and unblocked. It will also include the removal of all loosened material and debris from the closest manhole interconnecting manholes/catch pits/inlets.

All blocked stormwater pipes shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purpose,

The rate shall also include for the cleaning, removal, loading, transportation and disposal of silt, debris etc. To an approved tip site. All spoil shall be removed immediately (by end of shift) off site within **24 hours** of same being surfaced

PS.SM.8.1.7 Clearing of Stormwater Pipe Culvert

Where instructed in writing by the Engineer, the contractor shall be required to clear the blockages in the stormwater pipe culvert/s. The tendered rate shall include for the clearing/cleaning of the blocked box/portal culverts using pressure jetting or any other method approved by the Engineer.

PS.SM.8.1.8 Clearing of Stormwater Box/Portal Culverts

Where instructed in writing by the Engineer, the contractor shall be required to clear the blockages in the stormwater box/portal culvert/s. The tendered rate shall include for the clearing/cleaning of the blocked box/portal culverts using pressure jetting or any other method approved by the Engineer.

PS.SM.8.1.9 Clearing of (Concrete) Lined Open Drains

Where instructed in writing by the Engineer, the contractor shall be required to clear the lined open drains. The tendered rate shall include for the clearing/cleaning of lined open drains.

SECTION 8: ROAD SIGN MAINTENANCE

PS TA8.8.9 Maintenance repairs to road signs

The contractor will be required to repair damages to road signs and supply of materials such as uni-struts, bridges, self tapering bolts, etc that maybe required to repair the sign if necessary, as described in the bill of quantities. The tendered rate shall include for labour and transportation costs. The rate paid shall be cost +10% of material. The unit of measurement shall be per No.

PS TA8.8.10 SUPPLY OF POSTS FOR THE INSTALLATION OF SIGNS

This contract will require the supply and installation of the types of posts specified below:-

- 5.1. Wooden creosote posts of varying diameters and lengths
- 5.2. 76mm diameter (2mm wall thickness) hot dipped galvanised posts of varying lengths

PS TA8.8.10 TRANSPORT AND INSTALLATION OF POSTS

This contract will require the installation of posts as specified below:-

- 6.1. Posts shall be soilcreted into position
 - 6.2. Posts shall be placed into position and the backfill earth compacted
 - 6.3. Posts shall be placed in position, in the case of sleeves at the end of traffic islands, and the sleeve shall then be backfilled with river-sand or the post may be secured in position with the use of polystyrene wedges.
 - 6.4. The post shall be set to a depth of 600-700mm. The minimum distance between the ground and the lowest portion of the sign shall be 2100mm, and a maximum distance of 2500mm, unless otherwise specified.
 - 6.5. Soilcrete shall consist of 1 part cement and 12 parts granular sand such as river sand and adequate water to cause the materials to react and set.
- Excess lengths of the posts to be cut off.

PS TA8.8.9 REMOVAL AND DISPOSAL OF DAMAGED POSTS AND SIGNS

This contract will also require the removal and disposal of:-

- 6.1. Damaged signs: the damaged sign to be dismantled and replaced with a new sign.
- 6.2. Damaged posts: the damaged post to be removed and replaced with a new post.

SECTION 9: SAND CLEANING

PS B.8.2.1 Remove sand from road channels and edges

The rate includes removal of sand/silt from the road reserve to the approved dump site.

The unit of measurement shall be in meters (m). Work of such nature that is required to be undertaken by the contractor will be on a written site instruction basis with pre-measurements.

The tenderer rate shall included for labour cost, dumping at approved dump site, material, tools and any other tools necessary to undertake the work.

PS B.8.2.2 Trimming of encroachments on road edges and sidewalks

The tendered rate should cover full compensation for edge trimming, sweeping, loading and disposing of all materials to an approved dump site. The hardened surface (Asphalt or concrete) shall be exposed as per the existing edge of the surface. A string line with pegs must be used to define a neat edge. The unit of measurement shall be in meters (m). Work of such nature that is required to be undertaken by the contractor will be on a written site instruction basis with pre-measurements. The tenderer rate shall included for labour cost, dumping at approved dump site, material, tools and any other tools necessary to undertake the work.

PS B.8.2.3 Removal of rubble from road reserve

The rate includes removal of mixed rubble, sand and illegal dumping from the road reserve to the approved dump site. The unit of measurement shall be in cubic meters (m³). Work of such nature that is required to be undertaken by the contractor will be on a written site instruction basis with pre-measurements. The tenderer rate shall included for labour cost, dumping at approved dump site and any tools necessary to undertake the work.

PS B.8.2.4 Spraying of weed killer

The tendered rate shall include full compensation for all required activities for eradication of weeds by chemical spray of a specific area, namely the cracks and joints and removal of weeds to a designated spoil site. The spray must be environmental as well as aquatic friendly. Read the products label and carefully apply at recommended rates. This work shall be on instruction from the Engineer and measurement shall be agreed upon on, prior to the work being undertaken. The unit of measurement shall be per linear meter m and shall include full compensation for all labour, equipment, material and transport required to undertake this activity. Work of such nature that is required to be undertaken by the contractor will be on a written site instruction basis with pre-measurements.

SECTION 10: ROAD MARKING

PS TB 1. FAULTY WORKMANSHIP OR MATERIALS

If any material which does not comply with the requirements is delivered to the site, or is used in the works, or if any work of an unacceptable quality is carried out, such material or work shall be removed, replaced or repaired as required by the Engineer at the contractor's own cost.

Rejected traffic markings and paint which has been splashed or dripped onto the pavement, kerbs, structures or other such surfaces, shall be removed by the contractor at his own cost, in an approved manner so that the markings of spilt paint will not show up at all.

PS TB 2. PROTECTION

After the paint has been applied, the traffic markings shall be protected against damage by traffic or other causes. The contractor shall be responsible for erecting, placing and removing all warning boards, flags, cones, barricades and other protective measures which is necessary in terms of any statutory provisions and/or as may be recommended in the Southern African Development Community Road Traffic Signs Manual, Vol.2 Chapter 13. Paint which has been damaged splashed or dripped onto the pavement or other surfaces shall be removed, to the satisfaction of the Engineer, by the Contractor at his own expense.

PS TB 3. SUPPLY OF PAINT

All paint shall comply with SABS 731. The paint shall be delivered at the site in sealed containers bearing the name of the manufacturer and the type of paint and the contractor shall at his own expense provide samples for testing as required by the Engineer.

PS.TB.2. WEATHER LIMITATIONS

Road-marking shall not be applied to a damp surface or at temperatures lower than 10° or when the relative humidity exceeds 90% or when, in the opinion of the Engineer, the wind strength is such that it may adversely affect the painting operation.

PS.TB.3. MECHANICAL EQUIPMENT FOR PAINTING

The equipment shall consist of an apparatus for cleaning the surfaces, a mechanical road-painting machine and all additional hand-operated equipment necessary for completing the work. The mechanical road-marking machine shall apply the paint to a uniform film thickness at the rates of application specified hereinafter, without the paint running or splashing. The machine shall further be capable of painting lines of different widths by adjusting the spray jets on the machine or by means of additional equipment attached to the machine.

PS.TB.4. SETTING OUT THE ROAD MARKINGS

The lines, symbols, figures or marks shall be premarked by means of paint spots of the same colour as that of the final lines and marks. These paint spots shall be at such intervals as will be final lines and markings.

PS TB.5 REMOVAL OF EXISTING ROAD MARKINGS

Existing road markings shall be removed where required by the Engineer. The method shall be by using black painting, grit blasting or similar approved method which will not permanently damage the road surface. The contractor shall, before commencing with the removal of the markings submit details and if called upon to do so arrange for a test section to be carried out.

The contractor shall take all necessary precautions to avoid damage to the public traffic during the removal of existing road markings by using a screen.

All loose material remaining on the road after obliteration of markings shall be suitably swept up and removed from site by 16:00 on the day that it is deposited on the road, to prevent clogging up the drainage systems.

CONSTRUCTION/MEASUREMENT AND PAYMENT

Add the following clauses:

PS TB.8.4 Remove existing lane, edge and painted island lines by grit blasting

The contractor shall remove existing lane lines and painted islands by sandblasting. The contractor shall ensure that the method of sandblasting used will not damage the road surface permanently

The contractor shall take necessary precautions to avoid damage to the public traffic during the removal of existing markings.

All loose material remaining on the road after obliteration of markings shall be suitably disposed of to avoid clogging the drainage systems.

The unit of measurement shall be the area in square metres(m²) of markings removed to the satisfaction of the Engineer.

The rate shall include for all the successful removal of the paint on the road surface, the continual sweeping and removal of grit and screening of the sand blasting apparatus to ensure that the dust from the operation does not become a hazard and the disposal of all loose material from the road.

PS TB.8.5 Setting out and pre-marking the lines

The unit of measurement for setting out lines shall be the metre(m) of lines set out and marked. Where two or three lines are to be painted next to each other, the setting out of lines shall be measured only once.

The tendered rate shall include full compensation for setting out and premarking the lines as specified, including materials.

PS.TB.8.6 Removal of existing road markings by black painting

The works undertaken shall be in accordance with PS.TB.5. The unit of measurement shall be the area in square metres(m²).The rate shall include for the successful removal of existing road markings by the use of black paint.

PS TB.8.1.1 Lines

The unit of measurement shall be the metre (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.

SECTION 11: PITCHING, STONE WORK AND PROTECTION AGAINST EROSION

PS.F.4 Loffelstein Blocks

The unit of measurement shall be the metre square (m²).

The rate shall cover the supply of all materials, labour, and plant necessary to complete the work and shall include for the supply and lay stackable TB300 loffelstein blocks (or approved equivalent) inclusive of sand filling as per detail 12:1 cement stabilised geofabric extended into fill and laid under 3rd row. Kaymatt U44 or approved weepholes at 1.0m c/c. Base type B including Mesh Ref 245, excavation and compaction of subgrade to 95% MOD A.A..S.H.T.O

PS.F.4 Loffelstein Blocks

The unit of measurement shall be the metre square (m²).

The rate shall cover the supply of all materials, labour, and plant necessary to complete the work and shall include for the supply and lay stackable TB500 loffelstein blocks (or approved equivalent) inclusive of sand filling as per detail 12:1 cement stabilised geofabric extended into fill and laid under 3rd row. Kaymatt U44 or approved weepholes at 1.0m c/c. Base type B including Mesh Ref 245, excavation and compaction of subgrade to 95% MOD A.A..S.H.T.O

SECTION 12: FENCING

PS B.8.5.1 Remove existing damaged sections of diamond mesh wire fencing or barb wire

The tendered rate shall include full compensation for removing damaged sections of existing diamond mesh wire fence (including razor coil and or flat wrap) or barb wire and spoiling at an approved tip site. The unit of measurement shall be in meters (m).

PS B.8.5.2 Remove existing damaged sections of concrete panel fencing

The tendered rate shall include full compensation for removing damaged sections of existing concrete panel fence and spoiling at an approved tip site. The unit of measurement shall be per number of panels removed (no.).

PS B.8.5.3 Remove existing damaged sections of concrete palisade fencing

The tendered rate shall include full compensation for removing damaged sections of existing concrete palisade fence and spoiling at an approved tip site. The unit of measurement shall be in meters (m)

PS B.8.5.4 Remove existing damaged sections of Nylofor 3-M galvanised, PVC coated fencing

The tendered rate shall include full compensation for removing damaged sections of existing Nylofor 3-M galvanised, PVC coated fence and spoiling at an approved tip site. The unit of measurement shall be in meters (m).

PS B.8.5.5 Remove existing damaged diamond mesh wire fence concrete posts

The tendered rate shall include full compensation for removing existing damaged diamond mesh wire fence concrete posts (major posts, intermediate posts and stays), and spoiling at an approved tip site. The unit of measurement shall be per number (no.).

PS B.8.5.6 Remove existing damaged concrete posts for palisade fence

The tendered rate shall include full compensation for removing existing damaged concrete posts for palisade fence and spoiling at an approved tip site. The unit of measurement shall be per number (no.).

PS B.8.5.7 Remove existing damaged concrete posts for concrete panel fence

The tendered rate shall include full compensation for removing existing damaged concrete posts for concrete panel fence and spoiling at an approved tip site. The unit of measurement shall be per number (no.).

PS B.8.5.8 Remove existing damaged Bekafix posts for Nylofor 3-M fence

The tendered rate shall include full compensation for removing existing damaged Bekafix posts for 3-M Nylofor fence and spoiling at an approved tip site. The unit of measurement shall be per number (no.).

PS F Protection Works

Add the following clauses:

PS F.8.9 Supply all material and fix 2m high plastic coated diamond mesh wire fence

The tendered rate shall include full compensation for supplying all material and fixing 2m x 63mm x 3.15mm plastic coated diamond mesh fence including straining wire, excluding the posts. The

fence shall be properly fixed against plum concrete major posts, intermediate posts and stays using straining wire. The unit of measurement shall be meters (m).

- PS F.8.10 Supply all material and fix 1.8m high plastic coated diamond mesh wire fence
The tendered rate shall include full compensation for supplying all material and fixing 1.8m x 63mm x 3.15mm plastic coated diamond mesh fence including straining wire, excluding the posts. The fence shall be properly fixed against plum concrete major posts, intermediate posts and stays using straining wire. The unit of measurement shall be meters (m).

- PS F.8.11 Supply all material and fix 1.8m high 50mm x 50mm Class A diamond mesh wire fence
The tendered rate shall include full compensation for supplying all material and fixing 1.8m high 50mm x 50mm Class A diamond mesh fence including straining wire, excluding the posts. The fence shall be properly fixed against plum concrete major posts, intermediate posts and stays using straining wire. The unit of measurement shall be meters (m).

- PS F.8.12 Supply all material and erect 3000mm x 2430mm Nylofor 3-M fence
The tendered rate shall include full compensation for supplying all material and erecting 3000mm x 2430mm Nylofor 3-M galvanised, PVC coated fence, excluding the posts. The fence shall be erected as per Drawing No. IPR.8212cd. The unit of measurement shall be meters (m).

- PS F.8.13 Supply and erect pre-stressed major concrete posts (3100mm x 100mm x 100mm)
The tendered rate shall include full compensation for supplying and erecting pre-stressed (3100mm x 100mm x 100mm) major concrete posts including excavation and concreting as per Drawing No. 38 583. The posts shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

- PS F.8.14 Supply and erect pre-stressed major concrete posts (2900mm x 100mm x 100mm)
The tendered rate shall include full compensation for supplying and erecting pre-stressed (2900mm x 100mm x 100mm) major concrete posts including excavation and concreting as per Drawing No. 38 583. The posts shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

- PS F.8.15 Supply and erect 75mm x 75mm x 2700mm concrete stays
The tendered rate shall include full compensation for supplying and erecting 75mm x 75mm x 2700mm concrete stays including excavation and concreting as per Drawing No. 38 583. The stays shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

- PS F.8.16 Supply and erect 75mm x 75mm x 2700mm concrete intermediate posts
The tendered rate shall include full compensation for supplying and erecting 75mm x 75mm x 2700mm concrete intermediate posts including excavation and concreting as per Drawing No. 38 583. The stays shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

PS F.8.17 Supply and erect 75mm x 75mm x 3100mm concrete intermediate posts

The tendered rate shall include full compensation for supplying and erecting 75mm x 75mm x 3100mm concrete intermediate posts including excavation and concreting as per Drawing No. 38 583. The stays shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

PS F.8.18 Supply all material and erect galvanised and PVC coated Bekafix posts

The tendered rate shall include full compensation for supplying all material and erecting 3200mm galvanised, PVC coated Bekafix posts, including cap, metal fixators, excavation and concreting as per Drawing No. IPR.8212cd. The posts shall be plum and the excavated material shall be disposed of at an approved tip site. The unit of measurement shall be per number (no.).

PS F.8.19 Reset existing fencing posts for diamond mesh wire fence

The tendered rate shall include full compensation for resetting undamaged concrete posts or stays for diamond mesh wire fence back into position and reinstating the fence onto the post. The unit of measurement shall be per number (no.).

PS F.8.20 Reset existing fencing posts for concrete palisade fence

The tendered rate shall include full compensation for resetting undamaged concrete palisade fence posts back into position. The unit of measurement shall be per number (no.).

PS F.8.21 Reset existing fencing posts for concrete panel fence

The tendered rate shall include full compensation for resetting undamaged concrete panel fence posts back into position. The unit of measurement shall be per number (no.).

PS F.8.22 Reset existing fencing Bekafix posts for Nylofor 3-M fence

The tendered rate shall include full compensation for resetting undamaged Bekafix posts for Nylofor 3-M fence back into position. The unit of measurement shall be per number (no.).

PS F.8.23 Supply and place 2.5mm galvanised barbed wire

The tendered rate shall include full compensation for supplying and placing 2.5mm galvanised barbed wire into position. The unit of measurement shall be per meter (m).

PS F.8.24 Supply and fix fully galvanised razor coil (500mm outside diameter)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 500mm outside diameter razor coil. The unit of measurement shall be per meter (m).

PS F.8.25 Supply and fix fully galvanised razor coil (700mm outside diameter)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 700mm

outside diameter razor coil. The unit of measurement shall be per meter (m).

PS F.8.26 Supply and fix fully galvanised razor coil (900mm outside diameter)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 900mm outside diameter razor coil. The unit of measurement shall be per meter (m).

PS F.8.27 Supply and fix fully galvanised razor wire (500mm flat wrap)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 500mm flat wrap razor wire. The unit of measurement shall be per meter (m).

PS F.8.28 Supply and fix fully galvanised razor wire (700mm flat wrap)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 700mm flat wrap razor wire. The unit of measurement shall be per meter (m).

PS F.8.29 Supply and fix fully galvanised razor wire (900mm flat wrap)

The tendered rate shall include full compensation for supplying and fixing fully galvanised 900mm flat wrap razor wire. The unit of measurement shall be per meter (m).

PS F.8.30 Supply and erect 2.4m high concrete palisade fence

The tendered rate shall include full compensation for supplying and erecting 2.4m high concrete palisade fence including posts, pales, rails, excavation and concreting as per Drawing No. 38 582. The unit of measurement shall be per meter (m).

PS F.8.31 Supply and erect concrete posts (2.4m x 125mm x 135mm) for concrete panel fence

The tendered rate shall include full compensation for supplying and erecting 2.4m x 125mm x 135mm concrete posts for concrete panel fence including excavation and concreting as per Drawing No. 38 582. The unit of measurement shall be per number (no.).

PS F.8.32 Supply and erect concrete panels for concrete panel fence

The tendered rate shall include full compensation for supplying and erecting standard concrete panels for concrete panel fence. The unit of measurement shall be per number (no.).

PS F.8.33 Supply and erect pedestrian gates

The tendered rate shall include full compensation for supplying and erecting pedestrian gates, including posts and stays, complete, as per Drawing No. 38 583. The unit of measurement shall be per number (no.). All gates are to be fully galvanised.

PS F.8.34 Supply and erect vehicular gates

The tendered rate shall include full compensation for supplying and erecting vehicular security

gates, including posts and stays, complete, as per Drawing No. 38 583. The unit of measurement shall be per number (no.). All gates are to be fully galvanised.

SECTION 12: SUBSOIL

B: Site Clearance

Add New Clause

PS B.8.3.1 Removal of excess spoil

The contractor shall remove excess spoil on site after the work is completed. This shall include the removal and disposal of the excess spoil to the approved tip.

DB: EARTHWORKS FOR PIPE TRENCHES

Add new clause

PS DB.5.3.1.1 Excavate to stockpile

Excavation shall be undertaken in all material encountered and to such levels and widths as indicated in the specification or as instructed by the engineer. The contractor shall not wastefully dispose of excavated material, the material shall be stockpiled for re-use when backfilling. The stockpile should be away from the road, or any property access route where it might cause disturbances.

Ammend DB.5.6

PS DB.5.6.1 Backfilling

Backfilling of pipe trenches shall only commence after the pipe has been laid and firmly bedded in the river sand specified on the Schedule of Quantities and the selected fill blanket placed and compacted as specified around and over the top of the pipe. No filling shall be placed in water. Unless the contractor is authorised by the engineer to use other material, material for backfilling shall be obtained from trench excavations and compacted firmly. This will be done once the engineer has inspected and is satisfied that the works have been completed and are ready for backfilling

DB.3.8 Sand for sub-soil drains

Sand for sub-soil drains shall be coarse clean sand with a fineness modulus between 2.8 and 3.5.

Add new clause

PS DB.8.13.2 Saw cutting

The contractor is required to saw cut on asphalt/concrete for a maximum width of 400mm to accommodate the width of the trench. The department will pay according to the length saw cut on the necessary location as per the instruction given by the engineer or his representative.

Add new clause

DB.5.1.1 Stormwater, Seepage and Dewatering of Excavations

The contractor shall, throughout the works, properly and adequately protect the works from flooding and damage by stormwater, flow from springs and seepage. The excavation shall be kept dry by pumping and/or dewatering.

EB: GRADED CRUSHED STONE

EB.3.1 Graded Crushed Stone Base (G7)

The material shall be 37.5mm graded, crushed stone and shall be free from shale, clay and other deleterious substances and uniformly graded from coarse to fine within the specified sieve sizes.

PG: NON PRESSURE PIPELINES AND PC CULVERTS

PG.3.8 Geotextiles

The synthetic fibres of a geotextile blanket shall contain such additives as are necessary to render the filaments resistant to the effects of ultra-violet radiation. The geotextile shall retain 80% of its strength after an effective exposure period of 1500 hours to direct sunlight.

Add new clause

PG.3.5 Pitch subsoil drains

These shall comply with SABS 921 or as instructed by the engineer.

Add new clause

PG.3.5.1 Pipes and fittings

Pipe fittings shall be of the type specified. All pipe fittings shall be supplied complete with coupling and joining material.

MEASUREMENT AND PAYMENT

B: Site Clearance

Add New Clause

PS B.8.3.1 Removal of excess Spoil

The unit measurement shall be the cubic metre (m³) and shall be measured the length, width and height. The rate shall include clearing and loading, transporting, disposal to the approved tip regardless of distance travelled, Weighbridge slips, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required

DB: EARTHWORKS FOR PIPE TRENCH

Add new clause

PS DB.8.1.1 Excavate to stockpile

Excavations shall be measured in volume (m³) as indicated in the Schedule of Quantities shall be measured the length, width, and height of excavation to stockpile. The rate shall include and excavation, stockpile, all supervision, plant, labour, equipment, materials, safety, embankment protection works, shuttering and incidentals necessary to excavate the site for a pipe trench to stockpile, as well as all communication and submissions required.

Ammend DB.8.5

PS DB.8.5.1 From Stockpile to Backfilling

The unit of measurement shall be the cubic metre (m³). The unit rate shall include for backfilling with material from the trench excavation, compacting backfill to 93% Mod. A.A.S.H.T.O. density. The rate shall include backfilling of the stockpiled material, testing, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to excavate the site for a pipe trench to stockpile, as well as all communication and submissions required.

Add New Clause

PS DB.8.5.2 From Stockpile to Spoil

The unit of measurement shall be the cubic metre (m³) and the volume (length x breadth x height) of material measured shall be disposed off to an approved municipal dump site. The rate shall include loading of the stockpiled material, transporting, disposal to the approved tip regardless of distance travelled, Weighbridge slips, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required

Add new clause

PS DB.8.13.1 Supply and lay coarse river sand for sub-soil drain.

The measurement for supplying and laying of the river sand shall be the cubic metre (m³). The rate for river sand used as a bedding from a commercial source shall include for the cost of acquisition of the material, transportation costs regardless of the distance and laying the coarse river sand as per the engineer's instruction, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required

Add new clause

PS DB.8.13.2 Saw cutting

The measurement for saw cutting shall be the linear metre (m). The contractor is required to saw cut on asphalt/concrete for a maximum width of 400mm to accommodate the width of the trench. The department will pay according to the length saw cut on the necessary location as per the instruction given by the engineer or his representative. The rate shall include sawcutting, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required

Add new clause

PS DB.8.21 De-watering of Excavations

The excavation shall be kept dry by pumping and/or dewatering. The rate shall include for the hiring of a pump and disposing the water to a suitable outlet that shall not interfere with the excavation taking place, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required. The unit of measurement shall be pump per day (no.)

Add new clause

EB.8.1 Graded Crushed Stone Base (19mm)

The completed graded crushed stone layer shall be measured in cubic metres (m³) compacted in place. The rate shall cover the supply, loading, transportation costs regardless of the distance, dumping, spreading, and all processing of the layer, testing, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required. The stone has to be 19mm in size.

PG: NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS

PG.8.12.1 Geofabric Blanket

The unit of measurement shall be square metres (m²). The rate for geofabric blanket shall include

for its supply, laying, joining, cutting and waste, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

PG.8.12.2 Sub-Soil Pipes

The unit of measurement shall be linear metre (m). The tendered rate for sub-soil pipes shall include for the supply of all pipes, laying, and jointing, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required. The pipe shall be 110mm in diameter.

PG.8.6.1 Connect to New/Existing Stormwater Manhole

The unit of measurement shall be number (no). The length of the solid pipe built into a manhole shall not exceed 1m. The tendered rate shall cover for the supply, laying and joining of the pipe into the manhole, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

PG.8.6.10 Connect to Existing Stormwater pipe

The unit of measurement shall be number (no). The length of the solid pipe built into an existing pipe shall not exceed 1m. Connection into existing stormwater pipe must be done using a 110mm Ø bore drill bit, care must be taken not to damage the pipe. The tendered rate shall cover for the supply, laying, cutting and joining of the pipe into the pipe, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

PG.8.6.6 Supply and install 750Ø manhole ring (300mm depth)

The unit of measurement shall be metre (no). The tendered rate shall cover for the supply, laying and joining of the rings, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

PG.8.6.7 Supply and install 750Ø manhole ring (500mm depth)

The unit of measurement shall be metre (no). The tendered rate shall cover for the supply, laying and joining of the rings, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

PG.8.6.8 Supply and install Polymer type 2A and type 2B frame and covers

The unit of measurement shall be metre (no). The tendered rate shall cover for the supply, laying and joining, all supervision, plant, labour, equipment, materials, safety, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

C3.4: PARTICULAR SPECIFICATIONS

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

- C3.4.1 Part AH - OHS&A 1993 Safety Specification
(26 Pages)

- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

List the drawings here

C3.5.2 STANDARD DRAWINGS

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

Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38578	Concrete Median Barriers	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990
38582	Precast Concrete Fencing and Aluminium Gates	February	1990
38583	Wire Mesh Fence and Gate Details	February	1990

C3.6: ANNEXURES

C3.6.1 The following annexures have been attached:

1. Site based base line risk assessment
2. Site specific health and safety specification

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.