



CLUSTER
Human Settlement, Engineering, and Transport

UNIT
Human Settlements Units

DEPARTMENT
PROJECTS

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: **30734-1H**

Contract Title: **Construction of 65 Top-structure units at Barton Place Housing Project in Ward 25**

Est. CIDB Grade/ Class: **6 GB or Higher**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Will be held at Phoenix Offices, 13 December 2024 at 17 Doveside Place, Canehaven Drive at 11h00**

Queries can be addressed to: **Busi Buthelezi**
Tel: **031 311 2471**
The Employer's Agent's: **eMail: Busisiwe.Buthelezi@durban.gov.za. Email queries to be**
Representative: **submitted by 23 January 2025 and consolidated answers to**
questions to be uploaded 30 January 2025

TENDER SUBMISSION

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

Delivery Location: **Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.**

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153
email: supplier.selfservice@durban.gov.za

Closing Date/ Time: **Friday, 07 February 2025** **at 11h00**

FOR OFFICIAL USE ONLY

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

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: PROJECTS

Date of Issue: 06/12/2024

Document Version 24/02/2023(a)

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES**T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works for the Construction of (49m2) 65 Top-structure units at Barton Place Housing Project within ward 25.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: PROJECTS	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 6 GB or Higher (or higher) and NHBRC certificate. The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Will be held at Phoenix Offices, 13 December 2024 at 17 Doveside Place, Canehaven Drive at 11h00	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: Busi Buthelezi Tel: 031 311 2471 eMail: Busisiwe.Buthelezi@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions to be uploaded 30 January 2025	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 Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: supplier.selfservice@durban.gov.za	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 07 February 2025 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 eThekweni Municipality as represented by: Deputy Head: **PROJECTS**

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:

Busi Buthelezi

Tel: 031 311 2471

eMail: Busisiwe.Buthelezi@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions to be uploaded 30 January 2025

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.1.6 Procurement procedures: Option 2 which is Price and Preference with Functionality.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of Joint Venture (JV) submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (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)) service providers/ contractors to be registered on the eThekwini 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 eThekwini 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 eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.1.1 Eligibility: CIDB

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6 GB or Higher or higher** class of construction work, are eligible to have their tenders evaluated.

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

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

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

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender 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:

Will be held at Phoenix Offices, 13 December 2024 at 17 Doveside Place, Canehaven Drive at 11h00

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

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

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

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

- Contract No. : **30734-1H**
- Contract Title : **Construction of 65 Top-structure units at Barton Place Housing Project in Ward 25**

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**

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email:
supplier.selfservice@durban.gov.za

Parts of each tender offer communicated on paper shall be submitted as an original.

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email:
supplier.selfservice@durban.gov.za
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, 07 February 2025**
- 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.2.23 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.

CIDB Registration

Refer also to returnable form in T2.2: "Eligibility: Verification of CIDB Registration and Status".

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

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

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

Tax Clearance

Refer also to returnable form in T2.2: “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.

Central Supplier Database (CSD)

Refer also to returnable form in T2.2: “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.

Compensation Commissioner

Refer also to returnable form in T2.2: “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.

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:**

Functionality

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

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

Preference Point System

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

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

Price Points

The **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

Refer also to T2.2: "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 Weightings**.

Ownership Goal

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**.

Goal Weighting 30%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0% and 51%	2.4	n/a
	>51% and <80%	4.2	n/a
	>80% and <100%	5.4	n/a
	100%	6	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) - 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.			
The Category Weightings of the Ownership Categories will be: w1 = 100%, w2=0%, w3=0% (where x + y + z = 100%)			

RDP Goal: The promotion of South African owned enterprises

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

RDP Goal: The promotion of South African owned enterprises Goal Weighting 30%		
Location	80/20	90/10
Not in South Africa	2.4	n/a
South Africa	4.2	n/a
KZN	5.4	n/a
ETM	6	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		

**RDP Goal: The promotion SMMEs that have a minimum of 51% black ownership–
Contracts > R5m**

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 40%		
Contract Participation Goal		90/10
Sub-contracting =35%	3.2	n/a
Sub-contracting <35%	5.6	n/a
Sub-contracting <40%	7.2	n/a
Sub-contracting ≥41% and <45%	8	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) Contract Participation Goal Plan (% work to be allocated)		

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.

- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer.**
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely.**

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

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. The municipality has a firm intention to proceed with the work, subject to funding being identified.

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

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions is NOT applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation is applicable to this tender.

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

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		40
Project Organogram and Experience of Key Staff	Contracts Manager	12
	Site agent	15
	Foremen	13
Preliminary Programme		10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

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

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

to the following table:

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

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	- Experience of Tenderer in General Building work (i.e Human Settlements projects or similar in nature) - The Tenderer must submit appointment letter(s) with the Project value, Completion Certificate of each project(s) completed. The letter(s) and certificates must be signed and dated by the Client to be considered. - The Tenderer must submit appointment letter and completion certificate of the same completed project to be allocated points, failure to submit either of the documents, no points will be allocated to the Tenderer. - Only relevant appointment letters of similar nature will be considered - Appointment letter (Tenderer Experience) older than 7 years will not be considered. - This information will be verified with the relevant Client.
Project Organogram and Experience of Key Staff	- Proposed Organization and Staffing - Key Personnel – Qualified professional staff in general building works - CV's with Experience of Key Personnel – Tenderer must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to allocate points in this criteria, failure to submit either of the documents will results in no points being awarded to the Tenderer.
Preliminary Programme	Preliminary Programme
Construction Methodology & Quality Control	- Construction Approach, - Methodology, and Quality Control - Schedule of Proposed Subcontractors - Plant and Equipment

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations; Projects of a similar nature that will be considered shall be one, or a combination of, new housing construction, building constructions e.g., schools, community halls etc.
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination of, new housing construction, building constructions e.g., schools, community halls etc.	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 7 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 7 years.
Level 3	To have successfully completed <u>3 to 4 projects</u> of a similar nature within the past 7 years.
Level 4	To have successfully completed <u>4 to 5 projects</u> of a similar nature within the past 7 years.
Level 5	To have successfully completed <u>5+ projects</u> of a similar nature within the past 7 years.

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

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

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	27
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Technical or Functionality Evaluation

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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 [18](#) to [49](#).

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	eThekwini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

4.0 Record in the service of the state (Insert on a separate page if necessary)

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

Failure to include the required document will make the tender submission non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause 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 OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

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

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 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.					
<table border="1"> <thead> <tr> <th colspan="2">Circle Applicable</th> </tr> </thead> <tbody> <tr> <td>YES</td> <td>NO</td> </tr> </tbody> </table>		Circle Applicable		YES	NO
Circle Applicable					
YES	NO				
3.8 Are you presently in the service of the state?					
If yes, furnish particulars:					
.....					
3.9 Have you been in the service of the state for the past twelve months?					
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? 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. 2.2 If YES, provide particulars. 	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 3.1 If YES, provide particulars. 	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 	

If required by 1.1 above, tenderers are to include, at the back of their tender submission 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 up to 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:** To 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: CARTEGORISED: RACE	6	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	6	n/a		n/a
RDP Goal: The promotion of 51% black owned SMMEs (contracts >R5m)	8	n/a		n/a
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data (Clause F.3.11) to arrive at the final points for Preferential Points for Specific Goals .				

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.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.9 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 eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

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

Failure to include the required document will make the tender submission non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

Failure to include the required document will make the tender submission non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

Copyright © cidb 2011. All rights reserved
[Website technical enquires contact](#)

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

I, 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:

T2.2.18 KEY PERSONNEL

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.19 EXPERIENCE OF KEY PERSONNEL

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

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

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

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

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

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

Quality Control

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

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

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

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.23 PLANT and EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause 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: **1H-30734**

Contract Title: **Construction of (49m2) Construction of 65 Top-structure units at Barton Place Housing Project in Ward 25**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.2: FORM OF ACCEPTANCE****This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

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.

C1.2.2 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 Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **12 Months**. 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: **PROJECTS**

1.2.1.2 The address of the Employer is: Human Settlements Units
Physical: 20th Floor Embassy Building, Durban, 4000
Postal: **P.O. BOX 3858, Durban,4000**
Telephone: **031 311 2474**
Fax: **N/A**
E-Mail: **Oscar.Kunene@durban.gov.za**

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

1.2.1.2 The address of the Employer' Agent is:
Physical: **17 Doveside Place, Phoenix , 4068**
Postal: **P.O. BOX 3858, Durban,4000**
Telephone: **031 311 2469/86**
Fax: **N/A**
E-Mail: **Ntombi.Ndaba@durban.gov.za**

1.1.1.26 The **Pricing Strategy** is **by Fixed 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 10% contingencies.**

4.11.1 To carry out and complete the works, the Contractor shall employ a competent **Contract Manager, Site Agent** and **Foreman** as part of the key staff. It is a requirement for the Contractor's

Contract Manager, Site Agent and Foreman to each have a **minimum of 7 years** relevant experience including experience on projects of a similar nature. The CV's of the Contract Manager, 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. Projects of a similar nature that will be considered shall be one, or a combination of, new housing construction, building constructions e.g., schools, community halls etc.
- 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 **14 Days**.

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months.

The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 1000** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **0%**.

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 10 000 000.00**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000.00**
- Maximum first excess: **R 10 000.00**

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 500 000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 1 000 000.00**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20 000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 2 000.00**
- Maximum first excess: **R 10 000.00**.

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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1.2.1.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

.....

.....

.....

.....

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 Wards 25**. 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.

.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 31 Pages (Page 64 -95)

ETHEKWINI MUNICIPALITY: HUMAN SETTLEMENTS

CONTRACTOR GRADING: 6 GB

CONSTRUCTION OF TOPSTRUCTURE AT BARTON PLACE HOUSING PROJECT, WARD 55

Construction of 65 Double Storey Super Structure of the units at Barton Place Housing Project:

Tenderers to note: Sites are fully serviced, and Raft foundations are all completed with Concrete upstand walls.

Contractor to inspect site and report any damages to services before commencing work.

Scope of works to include for connections of all domestic services, ie water and sewer as well as Concrete lined Vee drains between the units for stormwater disposal.

7 MPa- M150 Block Walls-Ground and First floor

200mm Thk Composite Precast Concrete first floor slab

Concrete staircase with Galvanised Steel handrails

Equal Dual Pitch Timber roof trusses/battens and underlay with concrete tiles

Trapdoor /Gypsum Ceilings and 80mm thick Insulation in ceiling

1.2mm Thk Galvanised steel window and door frames

Precast concrete Lintols over all openings.

All materials to be SABS approved.

C2.2 : BILL OF QUANTITIES

The Bill of Quantities follows and comprises the following: 48m2 Double storey row units Total No 65 units. –
Escalation not applicable: 12-month contract period: (The number of units may vary slightly)

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SANS 1200 A & AB	SECTION 1: PRELIMINARY AND GENERAL FIXED CHARGE ITEMS				
		NOTES i)The Bills of Quantities in this Section has been prepared in accordance with the SANS 1200 Latest Edition				
1.1	8.3.1	Any Contractual requirements for duration of contract	sum	1		
2	8.3.2	<u>Establishment of facilities of site</u>				
2.1	8.3.2.1	Facilities for engineer (not required)	sum	1		
		a) Rain Gauge	No	1		
2.2	8.3.2.2	<u>Facilities for contractor</u>				
2.2.1		a) offices and sheds	sum	1		
2.2.2		b) Ablution and latrine facilities	sum	1		
2.2.3		c) Tools and equipment	sum	1		
2.2.4		d) Water supplied , electricity and communications	sum	1		
2.25		f) access	sum	1		
2.2.6	8.3.3	Any Other Fixed Obligations : Specify Below				
		a)	sum	1		
		b)	sum	1		
2.3		Initial Health and safety obligations	sum	1		
2.3.1		Submission of Health and safety file	sum	1		
2.4	8.3.4	Removal of site Establishment at end of contract	sum	1		
CARRIED FORWARD						

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.5		BROUGHT FORWARD				
		SECTION 2: PRELIMINARY AND GENERAL TIME RELATED ITEMS				
2.5.1	8.4.1	Contractual requirements	Month	1		
	8.4.2	Operation and maintenance of all facilities on site				
2.6	8.3.2.1	Facilities for engineer (not required)	sum	0	0.00	R 0.00
2.6.1		a) Rain Gauge	No	1		
2.6.2		b) Provisional sum reserved for use by engineer for undertaking surveys on site (N/A)	sum	0	R0	R 0.00
2.6.3		Contractor's markup and profit on item above	sum	1		
2.7	8.3.2.2	<u>Facilities for contractor</u>				
2.7.1		a) offices and sheds	sum	1		
2.7.2		b) Ablution and latrine facilities	sum	1		
2.7.3		c) Tools and equipment	sum	1		
2.7.4		d) Water supplied, electricity and communications	sum	1		
2.7.5		e) Dealing with water	sum	1		
2.7.6		f) access	sum	1		
2.8	8.3.3	Other Fixed Obligations: Specify Below				
		a)	sum	1		
		b)	sum	1		
2.9		Initial Health and safety time related obligations	sum	1		
3	8.4.3	Supervision for the duration of the contract	sum	1		
3.1	8.4.4	Company and head office overheads costs for duration of project	sum	1		
3.2	8.5	Setting out of centre site boundaries if required for service connections	No.	0		
3.2.1	8.5	Setting out of raft foundations if required by engineer	No.	0		
		CARRIED FORWARD				
Item	Payment	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

	Ref					
		BROUGHT FORWARD				
3.2.2	8.5	As built co- ordinates of raft foundation by Land Surveyor (if required) by Engineer. (model maker format) (provisional sum)	Prov. Sum	12		R162 500.00
3.3	8.5	Provisional allowance for engineer to undertake Compaction/classification testing of trenches on platforms (For NHBRC and Dohs)	Prov. sum	12		R130 000.00
3.4	8.5	Allow for the following additional items which need to be priced separately				
3.4.1		a) Prov. Sum for Payments to community liaison Officer (12 months)	Prov. sum	12		R270 000.00
3.4.2		b) Contractor's attendance and mark up on item above	sum	1		
3.4.3		c) Prov. Sum for specialist technical supervision of the works if required by employer. To be undertaken by Registered professional as stipulated in GCC 2015	sum	12		R195 000 .00
3.4.4		d) Contractor's attendance and mark up on item above	sum	1		
3.4.5		e) Prov. Sum for payments to ECO on project (Prov. Item)	Sum	12		R162 500.00
3.4.6		f) Contractor's attendance and mark up on items amounting to R920 000.00 above	sum	1		
		CARRIED FORWARD TO SUMMARY (On next page)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		PRELIMINARY AND GENERAL				
		<u>SUMMARY -PRELIMINARY AND GENERAL</u>	-	-	-	
4		Preliminary and general				
4.1		Fixed items				
4.2		Preliminary and general				
		Time related items				
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (Preliminary and General				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>SECTION 3</u>				
		<u>SITE CLEARANCE AND EARTHWORKS TO PLATFORMS</u>				
	SANS 1200 C 1200D	SECTION 1				
	SANS 1200DM	EARTHWORKS -TRENCHES				
6.8	8.3.2 8.3.3	Excavate on platform for minor pipe trenches inclusive of backfilling and compacting: Not exceeding 600mm deep and 400mm wide -approx. 12m long per unit (110 dia. Upvc sewer connection)	m	780		
6.8.1		Excavate on platform 500mm deep x 350mm wide - approx. 12m per unit (25mm polycop water pipe)	m	780		
6.8.2		Excavate on platform 500mm deep x 350mm wide - (electrical cable trench) 12m per unit (prov. sum)	m	780		
6.8.3		Minor excavations on platforms not exceeding 300mm deep for 750mm wide stormwater vee Drain from unit downpipe and gully . (approx. 12m (1 no. per unit scheduled) see detail. (Provisional item)	m	260		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6		BROUGHT FORWARD SECTION 4 <u>RAFT FOUNDATIONS</u> NOTES <i>i)The Bills of Quantities in this Section has been prepared in accordance with the Sixth Edition of the 'Standard System of Measuring Builders Work' issued by the Association of South African Quantity Surveyors</i> <i>iTenderers are referred to the 'Model Preambles for Trades (2008) Edition)' as published by the Association of South African Quantity Surveyors for the full description and specifications of the items included in this Section of the Bills of Quantities.</i> EARTHWORKS SUPPLEMENTARY PREAMBLES Nature of ground <i>The Tenderer must acquaint himself with the nature of the material to be excavated. Excavation in 'earth' shall be defines as excavation in all types of material. No claims will be entertained in this regard.</i> Subterranean water and surface water <i>The tenderer must price for the temporary control of all stormwater surface or subterranean during the execution of the works</i> Carting away of excavated material <i>Descriptions of carting away of excavated material shall Be deemed to include loading excavated material onto trucks directly from the individual excavations or, alternatively, from stockpiles situated on the building Site alternatively where permissible material may be spread on site. (subject to the engineers approval)</i> CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		EXCAVATION, FILLING, ETC OTHER THAN BULK				
6.1		Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. To 98% mod Ashto to create 250/500mm wide trenches for raft beams	m3	0		
6.1.1		Excavation in earth not exceeding 1m deep including backfilling and compacting to create trench 650mm wide X 550mm deep x 850mm long (Screen wall foundations)	m3	40		
6.2		600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (1 No. scheduled)	m3	0.4		
6.3		Extra over all excavations for carting away of surplus material to stockpile on site or spreading and compacting on site where required. (For all excavations)	m3	30		
6.4		Risk of collapse of excavations Sides of external trench excavations to raft beams 0.55 m deep .	m	1330		
6.5		Keeping all excavations free of water subterranean and surface water during construction	Item	1		
6.6		SOIL POISONING Soil insecticide (with certificate) Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc filling in furrows and ramming (29.9m2 per unit)	m2	1885		
6.7		Surface preparation concrete surround slab (1.5m wide apron slab inclusive of vee drains) Excavation and compaction of ground surface under slabs including scarifying for a depth of 150mm, breaking down oversized material adding suitable fill where necessary and compacting to 95% Mod AASHTO density (Inclusive of 450mm wide vee drain at end of apron slab not exceeding depth of 300mm)	m2	520		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7	Page 6	BROUGHT FORWARD CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES <i>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer</i> <i>The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Engineer. (Test cubes are measured separately)</i> <i>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</i> -----				
7.1		UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES (Foundations) Strip footings and bases (250mm deep x 650mm wide) 25MPa/19mm concrete (Strip Footings Fire wall)	m3	18		
7.2		Mass Concrete pads under raft foundations 600mm square x 800mm deep (1 No. Pad scheduled)	m3	0.40		
7.3		UNREINFORCED CONCRETE CAST AGAINST Retaining walls (Pipe bedding Foundations) (See detail) 25MPa/19mm concrete				
7.3.1		Concrete pipe encasing/bedding against retaining wall between Steps in units 400mm wide Heights vary but not exceeding 2.2m in height	m3	20		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 6	BROUGHT FORWARD				
8.6.2		Concrete Surround slab (with vee Drains) 20/19 75mm thick concrete cast against prepared surfaces inclusive of all minor formwork required and inclusive of a Non-slip Wood float finish (Mesh measured elsewhere	m3	130		
8.6.2.1		10Mpa Concrete for block filling around openings (nhbrc requirements) measured for blockwork sundries	m3	1		
		TEST BLOCKS				
7.4		Making and testing 150 x 150 x 150mm concrete strength test cube for acceptance testing (on instruction of the engineer)	No	90		
		CONCRETE SUNDRIES				
7.5		Finishing top surfaces of concrete raft smooth with a power float finish				
		Surface beds, slabs, etc	m2	5250		
		ROUGH FORMWORK (DEGREE OF ACCURACY II)				
7.6		Smooth steel formwork to raft foundation sides (150mm high)				
7.6.1		Edges, risers, ends and reveals not exceeding 150mm high or wide	m	0		
7.6.2		Edges, risers, ends and reveals not exceeding 700mm high or wide (shutterboard to raft beam at joints)	m	0		
7.6.3		Edges risers ends and reveals not exceeding 1m in height to concrete upstand wall (inclusive of 140mm ends)	m	0		
		REINFORCEMENT				
7.7		Mild steel reinforcement to structural concrete work Bars of various diameters for raft foundation	t	0		
7.8		High tensile steel reinforcement to structural concrete work Bars of various diameters for foundation	t	0		
7.8.1		High Tensile steel for Sundry use around pipeworks (prov. Item)	t	1		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7.9		BROUGHT FORWARD Fabric reinforcement				
7.10		Type 245 fabric reinforcement in raft concrete surface beds rafts etc	m2	0		
7.11		Type 193 fabric reinforcement in raft concrete surface beds rafts etc	m2	0		
7.12		Type 156 fabric reinforcement in Apron slab/Vee drains	m2	1170		
		FIRST FLOOR SLABS AND STAIRCASES				
8.0		Supply and install complete with reeded finishes to threads and smooth of shutter finishes to sides : 25mpa insitu concrete staircase 900mm wide x 2.6m from Raft to top of slab. To comply to all building regulations				
8.1		Staircase for double storey units (see detail)	No	65		
8.2		Supply and install complete with power float finishes to surface and smooth of shutter finishes to sides : 25mpa insitu or precast concrete first floor slab with slip joints				
8.2.1		For Double storey Units (See detail) (Proposed Precast slab details to be submitted to engineer for approval)	No	65		
		CONCRETE SUNDRIES				
		Supply and install Bitumen impregnated soft board between vertical surfaces:				
8.10		20mm Bitumen impregnated Soft board Joints not exceeding 300mm Wide (Between Units)	m	480		
8.1.1		20mm Bitumen impregnated Soft Board Joints not exceeding 200mm High (between first floor slabs)	m	40		
		CARRIED FORWARD				
Item	Payment	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

	Ref					
		BROUGHT FORWARD				
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (CONCRETE , FORMWORK AND REINFORCING:				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
	Page 11	MASONRY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to submission of Tenders BLOCKWORK : DESCRIPTIONS Blockwork shall comply with SANS 0145 "Concrete Masonry Construction Blocks shall comply with SANS 1215 and shall bear the SABS mark All blocks must be saw cut and not broken with a trowel and prices must include for this All blocks are to have a minimum compressive strength of 7 Mpa double storey units and 3.5 Mpa single storey units Descriptions of blockwork shall be deemed to include for wedging and pinning against columns, beams, slabs, etc. SAMPLES Samples of all masonry building units, except those for walls described as "load bearing" shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered on site SUPERSTRUCTURE Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 3.5/7MPa concrete masonry blocks in class I cement mortar (inclusive of narrow widths) Ground Floor (Double storey units) 140mm Walls in M150 blocks (7 Mpa) for units type 1 & 2 (includes 0.85w x 2.4m high Firewall				
9.1						
9.1.1			m2	9650		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 11	BROUGHT FORWARD				
9.1.2		First floor(Double storey units) 140mm walls in M150 blocks (7mpa) for units type 1& 2	m2	12400		
9.1.3		Type 3 units (single storey) 140mm walls in M150 blocks (3.5mpa) for units type 3	m2	1300		
9.1.4		Shower 90mm Shower kerb one course high in M100 blocks	m	65		
		BLOCKWORK SUNDRIES				
9.3		10MPa/19mm Mass concrete filling to cavity of blockwork in compliance with NHBRC building requirements. (Y12 Reinf. Measured under reinforcing)	m3	210		
9.4		JOINTS IN BLOCKWORK Bitumen impregnated softboard between vertical block surfaces 16mm Thk for joints not exceedin 300mm <i>Rake out 20mmat visible end and fill with suitable sulphide sealer.</i> <i>Price to include for complete joint</i>	m	950		
		Galvanized blockwork reinforcement (Block force)				
9.5		100mm Wide reinforcement built in horizontally	m	100 500		
9.6		"Fabcon" pre-stressed fabricated lintels 140 x 110mm Lintels in lengths a) Not exceeding 1m b) Not exceeding 1.2m c) Not exceeding 1.5m	No No No	401 1085 810		
9.7		Galvanised hoop iron cramps, ties, etc				
9.7.1		30 x 1,6mm Wall tie 500mm long with both ends built into blockwork (for internal intersecting walls)	No	8450		
9.7.2		30 x 1,6mm Roof tie 1,5m long with one end fixed to timber truss and other end built into blockwork	No	2930		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (MASONRY)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
10	Page 11	MASONRY WATERPROOFING SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer prior to submission of Tenders Waterproofing Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn ups and turn downs.				
10.1		DAMPPROOFING OF WALLS AND FLOORS One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course				
10.2		In walls In 140mm walls under window cills (6m per unit)	m	390		
10.3		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape" Under surface beds Bottom and sides of ground beam (75m2)	m2	0		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
10.4		"Sika" Cemflex (membrane where required) waterproofing fixed in strict accordance to the manufacturers instructions (or approved similar)				
10.4.1		On shower walls 1.6m high (3.2m2 per unit)	m2	208		
10.4.2		Additional membrane at 50mm diameter shower outlet	No	65		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (WATERPROOFING)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
11	Page 15	ROOF COVERINGS, ETC				
		SUPPLEMENTARY PREAMBLES				
		Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to submission of tenders.				
11.1		TILES				
		420 x 332mm "Marley" or equal approved Double Roman through colour (Slate Grey) concrete roof tiles laid on an including "Marley" 400 micron undertile membrane with 150mm lapped joints and fixed with suitable non-corrosive storm clips as required nailed through underlay to 38 x 38 sawn softwood battens at 320mm centres				
11.1.1		Dual pitch Roof covering with pitch not exceeding 25 degrees (52m2 per unit) 600mm overhang	m2	3380		
11.2		Apex ridge tiles to match roofing tiles including soaker underlay, additional batten etc and bedded and pointed in 1:3 cement mortar tinted to match the tile colour. "Monier Easyflash" or equal approved 1,4mm thick aluminium composite waterproofing membrane with butyl self adhesive fixed in strict accordance to the manufacturers instruction.	m	286		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12	Page 15	BROUGHT FORWARD ROOF STRUCTURE DESIGN, SUPPLY & INSTALL THE FOLLOWING <i>Tenderers are advised that only timber trusses be considered for the roof structure construction.</i> THE TENDERER SHALL ENSURE THAT ALL SHOP DRAWINGS ARE SUBMITTED WITH THE TENDER FOR APPROVAL BY THE ENGINEER. The design, manufacture, supply and installation of the following items shall be under the control of a registered Engineer in accordance with relevant SABS standards. The tenderer shall be required to lodge a written guarantee/certificate for the designed components of each unit from a qualified registered structural engineer With the required capability certificate and professional indemnity cover . Tenderers are to refer to architechural drawings annexured to this document. Design, manufacture, supply, hoist and fix in position pre-fabricated timber roof structure complete with necessary wallplates, temporary bracing, designed for roof covering of concrete roof tiles on timber battens with trusses at maximum 760mm centre with 600mm overhang. CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 15	BROUGHT FORWARD				
12. 1		Roof structure for double storey unit size 6.15m x 4m on plan formed of double pitched roof trusses spanning the 6.155m span with 600mm eaves projection on both sides. <i>(submit drawing with tender)</i>	No	65		
12.2		Extra over last for suitable paint protection to exposed members of timber trusses at eaves . (Carbolineum)	No	65		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (ROOF COVERING)				
Item	Payment	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

	Ref				
	Page 17	BROUGHT FORWARD CARPENTRY AND JOINERY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quantity required . items , materials or methods of similar quality may be used with prior approval of the engineer prior to the submission of the tender. FIXING Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete			
13.1		EAVES, VERGES, ETC "Everite FC77" or equal approved pressed fibre-cement 225 x 10mm Fascia boards including galvanised steel H-profile Joining strips	m	572	
13.2		200 x 80mm Barge boards including galvanised steel H-profile joining strips	m	988	
13.3		DOORS, ETC			
13.3.1		Hollow core flush doors with commercial veneer on both sides suitable for painting hung to steel frames (internal) 40mm Door, 813 x 2032mm high -internal door	No	195	
		CARRIED FORWARD			

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.3.2		BROUGHT FORWARD 44mm Framed, ledged and braced batten door 813 x 2032mm high filled in with 22mm V-jointed boarding both side (Hardwood external doors) Supplied and installed with two coats of varnish according to manufacturers specifications.	No	130		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (CARPENTRY AND JOINERY)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
14	Page 23	IRONMONGERY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to the submission of tenders. Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
14.1		LOCKS Two lever mortice lockset with chrome plated finish (internal doors)	No.	185		
14.2		Three lever mortice lockset with chrome plated finish (external doors)	No.	130		
		BATHROOM FITTINGS				
14.3		Chromium plated toilet roll holder	No.	65		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (IRONMONGERY)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
15	Page 25	METALWORK SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer, prior to submission of Tenders. Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork and concrete. Metalwork described as "holed for bolt(s)" shall be deemed to exclude bolts unless otherwise described				
15.1		GALVANIZED PRESSED STEEL DOOR/WINDOW FRAMES Durowin or equal approved 1.2mm thick double rebated Door frame with adjustable striking plate including pair of steel hinges per door leaf, rubber buffers to lock jambs and fixing lugs welded on, suitable for 140mm block walls	No.	325		
15.2		Durowin Standard residential windows				
15.3		Window type NE1 533mm x 654mm high (1 per unit)	No.	65		
15.4		Window type NC2 1022mm x 949mm high (4 per unit)	No.	260		
15.5		Window type NC1 533mm x 949mm high	No.	65		
15.6		Fabricate and Install complete with all bolts, screws end caps, 1m high galvanised or powder coated steel balustrade bolted to concrete stairs with 16mm Bolts. Main stanchions to be 40mm Diameter CHS or 40mm SHS. No opening in balustrade to be greater than 100mm	No	65		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (METALWORK)				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16	Page 29	PLASTER/BAGWASH				
16.1		10mm PLASTER ON ALL EXTERNAL WALLS				
		10mm Plaster to all external walls inclusive of surface preparation, touch ups and narrow widths etc All plaster to be smooth, free of ripples' blemishes and hairline shrinkage cracks (201m2)	m2	13065		
16.2		One coat cement bagwash to all internal walls inclusive of narrow widths touchup etc. Final surface to be prepared to receive paint if required . (267m2)	m2	17355		
16.3		Skim plaster to underside of first floor slab . Approx 4m x 6.15m in plan)	No	65		

		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (PLASTERING)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17	Page 32	PLUMBING AND DRAINAGE BROUGHT FORWARD SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required item, material or methods of similar quality may be used with prior approval from the engineer prior to submission. High density polyethylene pipes : Pipes shall be firmly fixed to walls etc with coloured nylon snap in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturers instructions. All pipe diameters are nominal external dimensions uPVC pipes and fittings: Soil, waste and vent pipes and fittings shall be solvent weld jointed uPVC pressure pipes and fittings: Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push in type joints. Fixing of pipes Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	Reducing fittings Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained. Laying, backfilling, bedding, etc. of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following : SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding Flush pans Flush pans shall have straight or side outlets and "P" or "S" traps as necessary Sinks shall be Stainless steel sinks				

		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	BROUGHT FORWARD				
		Waste unions				
		Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
		Sealing around sanitary fittings, etc				
		Joints around sanitary fittings at junction with walls, etc are to be sealed with an approved silicone sealant and prices shall include for this				
		SOIL DRAINAGE				
		Normal duty uPVC pipes				
17.1		110mm Pipes laid in and including trenches not exceeding 1m deep (12m)	m	780		
		Extra over normal duty uPVC pipes for fittings				
17.2		110mm Bend (various angles)	No	195		
17.3		110mm Junction	No	170		
17.4		Straight coupler	No	65		
17.5		110mm Diameter rodding eye consisting of plain bend at bottom jointed to drain pipe, vertical piping not exceeding 1000mm long including all necessary slow bends, cast iron 'ABC' cover and frame, 150mm thick mass concrete 15MPa/19 mm surround all round and including all necessary additional excavation, etc	No	65		
17.6		200mm Upvc pipe (Blue) for stormwater disposal Prov. Sum)	m	60		
17.6.1		200mm Bends of various angles	No.	170		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	BROUGHT FORWARD				
17.5		Precast Concrete Gulleys Precast concrete gulley with 160mm diameter uPVC gulley trap with 110mm diameter outlet and joint to uPVC drain pipe including PVC grating (Prov. Item)	No	170		
17.6		Connection Locating and cutting into side of existing 110/160mm pipe for and connecting 110mm pipe including inserting 110mm junction (Rodding eye connections)	No.	65		
17.7		Sundries to drainage 25mm Diameter hole through 140mm blockwall and make good on completion	No.	65		
17.8		SANITARY FITTINGS Stainless steel sinks Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup chain and stay, fixed to blockwall with and including gallow brackets(taps, traps elsewhere)	No.	65		
17.9		Glazed ceramic fittings White basin, size 560 x 405mm, with 38mm chromium plated waste union, with one tap hole, anti-theft plug with spindle fixed to wall with and including two 10mm bolts. (Taps, traps elsewhere)	No.	65		
17.1		White low-level 90 degree outlet WC suite including matching 4.5 litre low flush cistern and heavy duty white plastic double flap seat	No.	65		

		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	BROUGHT FORWARD				
		TRAPS, ETC				
17.11		Flexible rubber	No.	65		
		50mm Deep seal rubber P-trap				
17.12		Brass	No.	65		
17.13		50mm Rough brass shower P-trap with CP grating	No	65		
		TAPS, VALVES, ETC				
		15mm Ballostop valve	No	65		
		"Cobra Watertech" or equal approved				
17.14		15mm "Cobra 111" Star chromium plated pillartap	No	65		
		15mm "Cobra 128" Star chromium plated underwall pattern Stoptap				
17.15			No	65		
		15mm "Cobra 027" Chromium plated overhead shower arm				
17.16			No	65		
		15mm "Cobra 068BJ" Chromium plated shower rose				
17.17			No	65		
17.18		SANITARY PLUMBING				
		Soil, waste & vent uPVC pipes				
17.19		50mm Pipes to walls, columns, soffits, etc	m	260		
17.2		110mm Pipes to walls, columns, soffits, etc	m	160		

		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
	Page 32	Extra over uPVC pipes for fittings				
17.21		50mm Access bend	No	170		
17.22		50mm Junction	No	170		
17.23		110mm Access bend	No	170		
17.24		110mm Access junction	No	170		
17.25		110mm Pan connector	No	65		
17.26		50mm "GI One way" vent valve	No	65		
17.27		110mm "GI Two way" vent valve	No	65		
		WATER SUPPLIES				
		HDPE Class 12 high density polyethylene pipes with plastic compression fittings				
17.28		25mm Pipes laid in and including trenches not exceeding 1m deep	m	910		
17.29		16mm Pipes to walls, soffits ,etc	m	1040		
17.3		25mm Pipes to walls, soffits ,etc	m	1040		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.31	Page 32	BROUGHT FORWARD 32mm Pipes to walls, soffits ,etc	m	0		
17.32		Extra over high density polyethylene pipes for Plasson compression fittings				
17.33		16mm Elbow Fittings	No	390		
		16mm couplers	No	170		
17.34		25mm Elbow Fittings	No	390		
		25mm to 16mm reducer	No	170		
17.35		32mm Elbow	No	0		
17.36		32 x 25mm Reducing tee	No	0		
		Extra over high density polyethylene pipes pipes for capillary fittings				
17.37		15mm Fittings	No	0		
		Connection				
17.38		Cutting into existing water supply pipe for and including connection with 25mm pipe including all fittings, etc	No	0		
17.39		Water tank: Collect from eThekwni depot in Springfield park 180L water tank and install complete. (platform measured elsewhere)	No	65		
		TESTING				
		Testing the whole of the water supply and sanitary pipe system including fittings and make good on any leaks	No	65		
		SUB TOTAL				
		CARRIED OVER TO SUMMARY PAGE:				
		PLUMBING AND DRAINAGE				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18	Page 41	GLAZING				
18.1		GLAZING TO STEEL WINDOWSWITH PUTTY/BACK PUTTY				
		4mm Clear float glass				
18.1.1		Panes exceeding 0.1m2 but not exceeding 0.5m2 (NE 1 window)	m2	22		
18.1.2		Panes exceeding 0.5m2 but not exceeding 2m2 (NC2 window)	m2	190		
18.1.3		6mm safety glass to window near staircase 4mm Obscure glass (NC2 window)	m2	63		
18.1.4		Panes exceeding 0.1m2 but not exceeding 0.5m2 NC1 window	m2	32		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (GLAZING)				

Item	Payment Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
19	Page 42	PAINTWORK				
		SUPPLEMENTARY PREAMBLES				
		SABS Specifications				
		High gloss enamel paint : SABS 630 Grade I				
		Oil gloss enamel paint : SABS 631				
		Primers for wood for external work : SABS 678 Type I				
		Primers for wood for internal work : SABS 678 Type III				
		Zink chromate primers for steel : SABS 679 Type I				
		Wash primer (metal etch) : SABS 723				
		Varnish for interior use : SABS 887 Type I				
		Emulsion paints : SABS 1586				
		Interior Painting				
19.1		One coat "Alkali" resistant primer to prepared bagwash surface . One undercoat and one final coat approved PVA emulsion paint . (Colors TBA) Inclusive of all narrow widths touch ups etc. (Prov. Item)	m2	18655		
19.2		Exterior Painting				
		One coat "Alkali" resistant primer to prepared plastered surfaces .One undercoat and two final coat approved PVA exterior emulsion paint (in accordance with sans 1091) various colors (TBA)	m2	13065		
		One coat Alkali resitant primer , one undercoat and one finishing coat stripple texture PVA emulsion paint (white) to underside/edges of precast slabs	m2	1460		
19.3						
		One coat calcium plumbmate primer, one undercoat and one finishing coat polyurethane velvet enamel paint on galvanised steel (prov. Item)				
19.4						
		a) On door frames	m2	482		
		b) On windows	m2	978		
		One coat calcium plumbmate primer, one undercoat and one finishing coat polyurethane velvet enamel paint on galvanised steel				
19.5		a) On Balustrades (Staircase type 1 unit)	No	65		
19.6		Two coats exterior quality clear varnish	N/a	n/a		
		a) On external doors (measured under supply of doors)				
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (PAINTING)				

Item	Payment Ref	Description	Unit	Quantity	rate	amount
20		PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS				
		The following Provisional Amounts (if Any) are all NET amounts Provisional Amounts may be omitted or reduced at the Employer's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to Provisional Amounts or P.C. amounts or any loss of profit related thereto				
20.1		MISCELLANEOUS ITEM Construct complete with 2 Precast concrete bearers and 16mm Shutter Board platform to accommodate 180l water tank in Stairwell (with drip tray) As Depicted on drawings.	No.	65		
20.3		Supply and install complete : Ceilings 6.5mm gypsum ceiling board with timber banding edge cornices, jointing tape and skimming etc. To include for a suitable trap door final painting etc. a) Double storey units (4m x 6.15m in plan)	No	65		
20.4		Supply and install Complete : Electrical Inclusive of all fixtures, fittings, switched fully compliant electrical reticulation for unit as depicted on Architectural Drgs. (conduits to be concealed ie built into blockwork or cast into R. C slab).				
20.5		100mm wide x 150mm high electrical connection box with Dinn rail to be mounted at front entrance . 16mm conduit from box to be surface mounted to wall and pass 0.5m under apron slab. (Conduit to have draw wire for future electrical connection to unit.)	No.	65		
		Carried over to Summary: Provisional Amounts and Miscellaneous items				

		FINAL SUMMARY				
	1	PRELIMINARY AND GENERAL				
	2	EARTHWORKS				
	3	CONCRETE FORMWORK AND REINFORCING				
	4	MASONRY				
	5	WATERPROOFING				
	6	ROOF COVERING				
	7	CARPENTRY AND JOINERY				
	8	IRONMONGERY				
	9	METALWORK				
	10	PLASTERING AND EXTERNAL FINISHES				
	11	PLUMBING AND DRAINAGE				
	12	GLAZING				
	13	PAINTWORK				
	14	PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS				
		 SUB TOTAL				
		ADD 15% VAT				
		 TOTAL TO BE POSTED TO FORM OF OFFER IN DOCUMENT				

NB:

- 1 The client reserves the right to omit any of the afore mentioned line items to suite budgetary requirements.
- 2 Should the tenderer wish to provide an alternative product, it must be first be approved by the engineer.

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The Employer's objective is to provide the construction of 50m² Double storey top structures, as per bill of quantities and house plans issued, as follows and not limited to:

- Platforms are cut and fully serviced with roads ,water , stormwater and sewer .
- Concrete Raft foundations are constructed with upstand concrete walls of various heights
- Supply and construct Ground floor walls in (7Mpa) M150 blockwork with window frames and door frames and electrical conduits built into blockwork.
- Supply and construct 200mm thick precast first floor slab with in-situ concrete topping with R.C staircase.
- Supply and construct first floor walls in (7Mpa) M150 blockwork with window frames and door frames and electrical conduits built into blockwork. Hoop irons for wall trusses.
- Supply and install window glazing and doors – complete,
- Supply and install roof – complete,
- Complete Electrical as per drawings, with connection box above front door. Conduit with draw wire to pass under apron slab (500mm deep)
- Plumbing for unit as per drawings,
- Concrete apron slab and Vee drains as per drawings.
- Ancillary works, plaster, paint, ceilings, insulation, etc.
- Domestic Service connections for sewer and water.
- Completion and handover to the beneficiary.

C3.1.2 Description of Site and Access

Barton Place Housing Project is situated approximately 7 km Northwest of central district of Durban and borders the N2 and Umngeni Road in Ward 25. This housing project is being developed as an Informal Settlement Upgrading Programme aimed at accommodating beneficiaries from Kennedy Road informal settlement site, which is located adjacent to the Bisasar Road Municipal Landfill site.

C3.1.3 Nature of Ground and Subsoil Conditions

According to the 1: 250 000 Regional Geological Sheet “2930 Durban” (Council for Geoscience, 1988), the regional geology of the site and surrounds comprises tillite and sandstone rock of the Dwyka and Natal Groups, respectively.

The site exhibits the following unfavourable characteristics that should be taken into account during the development of the housing project:

- i. Numerous fill embankments are considered oversteep as a result of injudicious levelling and have not been properly retained by means of suitable lateral support measures.

- ii. The sandy nature of the fill, colluvium, and residual soils encountered at the site is assessed to increase susceptibility to extensive and rapid erosion in response to uncontrolled / channelled surface water runoff.
- iii. A poor founding character is likely near drainage courses and areas underlain by tillite.
- iv. There is risk of flooding and additional erosional scour along the low-lying slopes and immediate surrounds near drainage routes.

Title	: Construction of 65 Top-structure units at Barton Place Housing Project in Ward 25
Function and broad outline of contents	: Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the way the contract work is to be performed.

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

BUILDING SPECIFICATIONS

PRELIMINARY

Good building practice is to be observed in all work.

This document provides an indication as to what is meant by the term “good building practice”. The agent of the employer can raise issues related to good building practice which are not expressly stated in this document at site inspections.

The contractor shall ensure site boundary pegs are correctly identified before start of the works. The condition of platforms, roadside kerbs, manholes, sewer lines and all ancillary structures shall be noted and agreed with the on-site Agent prior to start of the works.

Embankments to adjoining properties shall remain intact. On completion the contractor will leave the site clean and tidy with site boundary pegs intact.

Location of structure to always be always in the cut portion of the platform, unless otherwise stated

FOUNDATIONS

RAFT FOUNDATION SYSTEM

Concrete Raft foundations, as per Engineer details – enclosed.

MATERIALS

Concrete, 25 MPa, 19 mm stone

Trenches are to be level and clear of all loose material. Sides of trenches are to be straight and corners square. Care must be taken not to over-excavate. Only a minimum of backfilling with compacted soil shall be accepted or else a weak mix concrete shall be required to achieve levelling.

- ❖ Min 3.5 Mpa concrete blocks to SABS standard, with 1:3 mortar mix by volume.
- ❖ Galvanised Brickforce : to every course for 3 courses above floor slab
: thereafter every 2nd course till top of door and window level;
: every course above doors and windows
- ❖ DPC plastic or malthoid to block work at floor slab level.
- ❖ Standard air brick for ventilation as per plan.
- ❖ U Block Ring Beam as per standard drawings
- ❖ 4 in palster / primer by Colourtrade applied to exterior of structure.

Steel frames to be galvanized or factory primed with building-in ties welded on.
Standard factory fittings

- ## PERFORMANCE AND CONSTRUCTION

OPENINGS: DOORS

PERFORMANCE AND CONSTRUCTION

PERFORMANCE AND CONSTRUCTION

Timber lengths to be straight and free of splitting and twisting. A maximum of one joint per line of timbers, with a minimum 500mm overlap shall be accepted. No sagging of roof structure shall be accepted, and the roof pitch shall fall evenly. Roof trusses to be firmly tied down to the U-block concrete ring beam. Beam fill to inside and outside shall be complete. No roof steel is to extend beyond cover roof sheets. All exposed steel to be sealed with carbolineum or equal approved.

ROOF SHEETING

MATERIALS

Roof tiles and underlay with storm clips to client's specification.

PERFORMANCE AND CONSTRUCTION

- ❖ Minimum overhang of roof tiles shall be 300mm.
- ❖ No skew nailing or splintering of timbers shall be accepted.
- ❖ No sagging or twisting of roof profile shall be accepted.

PLUMBING

SEWER

- ❖ Not applicable

WATER SUPPLY (FOR SEMI PRESSURE SYSTEM)

- ❖ Not applicable

INTERNAL FITTINGS

- ❖ Not applicable

SUNDRY ITEMS

- ❖ 1.5M wide by 100mm thick, 20MPa concrete apron at 2% fall to perimeter of structure, with soft board jointing and sealed.

Note:

ALL WORK SHALL COMPLY WITH NBR AND NHBRC REQUIREMENTS.

MATERIALS SHALL BE SABS, JASWIC APPROVED; any deviation hereof shall be subject to testing by the Engineer which WILL BE to the contractor's account.

The General Conditions of Contract for construction works 2015, 3rd Edition shall be applicable.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

(1) Time required for service relocations.

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

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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 always maintained. 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 follow 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.2 SERVICES

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

PS.2.1 Existing Services

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

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

PS.2.2 Proving Underground Services

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

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

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

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

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

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure as laid down in this clause has not been followed then all costs in connection

with the repair of the service will be to the Contractor's account.

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.3.1 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.3.2 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.3.3 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.4 OCCUPATIONAL HEALTH AND SAFETY**PS.4.1 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 OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

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

PS.4.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.4.2.1 Employer's Health and Safety Specification

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

PS.4.2.2 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.4.3 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.6 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

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
DA	Earthworks: Bulk	January	1985
DD	Earthworks for Structures		
L	Structural Work		

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**INTRODUCTION**

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DD	Earthworks for Structures

C3.4: PARTICULAR SPECIFICATIONS

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Drawing Nos.2017/07/17-NC, 26/04/19-NC1,26/04/19—NC2, and 13/08/04-01 – Top structure and Raft slab details.

C3.5.2 STANDARD DRAWINGS

The Standard Drawings to which these Standard Engineering Specifications refer are listed as indicated above.

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

This report sets out the results of a preliminary geotechnical investigation carried out for the proposed Barton Place Housing Project, within eThekweni Municipality, KwaZulu-Natal.

At the positions investigated, the site is observed to be underlain by weathered sandstone and tillite rock. A variable soil mantle comprising residual, colluvium and uncontrolled fill overlies the weathered rock units.

Groundwater seepage was not observed at exposures profiled during the field investigation. Satisfactory slope drainage patterns usually apply to upper to mid hillsides (western and northern portions of the sites). Weak to poor drainage is usually common along valley (head and bottom) terrain, where there is the potential in the latter for the development of wetland habitat.

Based on the results of this preliminary geotechnical investigation, there do not appear to be any “fatal flaws” from a geotechnical slope stability perspective across majority of the site precluding development as envisaged.

The site does, however, exhibit unfavourable topographical and subsurface features which are discussed in Section 9.3 of this report.

Areas underlain by tillite and near drainage courses are assessed at the preliminary level to exhibit a poor founding character generally. According to guidelines provided by the NHBRC, the site can be classified regionally as R/S1-S2/H1-H2/P (areas of tillite), and R/C1/P (areas of sandstone). The inferred extent of the above regional Site Class Designation zones is shown in Figure 140-19.R02.001 through Figure 140-19.R03.003.

The ground conditions given in this report refer specifically to the field tests carried out on site. In accordance with a planning document from the National Department of Housing, allowance should be made for conducting a *Phase 1 Geotechnical Site Investigation and Phase 2 Geotechnical Site Investigation*. These studies will inform

the engineering design of the civil infrastructure and house foundations.

C4.3 TEST RESULTS

TYPICAL FOUNDING MATERIAL	CHARACTER OF FOUNDING MATERIAL	EXPECTED RANGE OF TOTAL SOIL MOVEMENTS (mm)	ASSUMED DIFFERENTIAL MOVEMENT (% OF TOTAL)	SITE CLASS
Controlled fill, Landslip, Landfill, Marshy areas Uncontrolled fill, Very soft silts / silty clays	VARIABLE	VARIABLE		P
Silty sands, sands, sandy and gravely soils	COMPRESSIBLE AND POTENTIALLY COLLAPSIBLE SOILS	5 - 10	75%	C1
Fine grained soils (clayey silts and clayey sands of low plasticity), sands, sandy and gravely soils	COMPRESSIBLE SOILS	10 - 20 >20	50% 50%	S1 S2
Fine grained soils with moderate to very high plasticity (clays, silty clays, clayey silts and sandy clays)	EXPANSIVE SOILS	7.5 - 15 15 – 30	50% 50%	H1 H2
Rock (excluding mud rocks which may exhibit swelling to some depth)	STABLE	NEGLIGIBLE	-	R