



CLUSTER
Human Settlement, Engineering, and Transport
UNIT
Engineering
DEPARTMENT
Human Settlements

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 website](#)

Contract No: 29879-1H

Contract Title: **Construction of 706 Units (40m2 single storey & 45 m2 double storey) by three (3) contractors at Philani Valley Housing Rectification Project (Ward 86). Each contractor to build 235 (70 single storey 40m2 units and 165 double storey 45m2 units).**

Est. CIDB Grade/ Class: 8 GB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location, Date, Time: Not applicable

Queries can be addressed to: Name: Nompumelelo Mncadi

The Employer's Agent's: Tel: 031-311-3239

Representative: Mail: mpume.mncadi@durban.gov.za. Email queries to be submitted by 17 July 2025 and consolidated answers to questions to be uploaded 24 July 2025.

TENDER SUBMISSION

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

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

Tenderers are also required to make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)**.

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the **JDE System** before the tender closing date/ time.

**JDE Queries
Contact:**

Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Email: supplier.selfservice@durban.gov.za

Closing Date/ Time: Friday, 01 August 2025 at 11h00

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

FOR OFFICIAL USE ONLY

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Human Settlements

Date of Issue: 27/06/2025

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to **construct 706 Units (40m² single storey & 45 m² double storey) by three (3) contractors at Philani Valley Housing Rectification Project (Ward 86). Each contractor to build 235 (70storey 40m2 units and 165 double store 45m2 units).**

Eligibility It is estimated that tenderers should have a CIDB contractor grading designation of **8 GB** (or higher).
The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status do not apply.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Human Settlements	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : https://www.etenders.gov.za/ https://www.durban.gov.za/pages/business/procurement	F.1.2
Clarification Meeting	Not applicable	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: Name: Nompumelelo Mncadi Tel: 031-311-3239 Mail: mpume.mncadi@durban.gov.za. Email queries to be submitted by 17 July 2025 and consolidated answers to questions to be uploaded 24 July 2025.	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . - Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. - Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 01 August 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	Choose an item. Price Preference Point System, as specified in the SCM Policy 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 stated in the Tender Data		

T1.1.2 : INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Section (T1.1.2) is for information purposes only. Compliance requirements are stated in **Part T1.2: Tender Data**.

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

This JDE System will be used for:

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

Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
The following information is required:
 - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

Assistance with using the JDE System

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

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Viewing of available tenders

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

Tender documentation

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

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

Submission of tender offers

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the Tender Data F.2.13.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality JDE System (Supplier Self Service (JDE-SSS) Module).

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

Reference is to be made to **Clause F.2.13 of the Tender Data** that specifies compliance requirements.

Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

T1.1.3: NOTES TO TENDERERS

These “**Notes to Tenderers**” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the **Tender Data (T1.2)**.

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

2) Clause 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl VAT).

3) Clause 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

4) Clause 20(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees

Tenderers are to refer to **Returnable Form T2.2.12: “Declaration of Municipal Fees”**, to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Clause 28(2)(d), Clause 28(2)(h) and Clause 29(12): Certifications and Registrations

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

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

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

6) Clause 28(1)(e): Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.10**.

CIDB Regulation 25(8) (if applicable)

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

Conditions of Tender**8) F.3.8: Test for Responsiveness**

In this regard, Tenderers are referred to **Clause F.3.8 of 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: **Human Settlements**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) **The Conditions of Contract identified in Section C1.2.1.1.** Tenderers/ Contractors are required to obtain their own copies.
- 3) **The Specifications identified in Section C3.3.1.** Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, 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 Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- <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).

F.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: [Oscar Kunene](#)
 Tel: [0313229381](#)
 eMail: Oscar.Kunene@durban.gov.za

The Employer's Agent's Representative is:

Name: [Nompumelelo Mncadi](#)
 Tel: [031-311-3239](#)
 Mail: mpume.mncadi@durban.gov.za. Email queries to be submitted by 17 July 2025 and consolidated answers to questions to be uploaded 24 July 2025.

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

- the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- the Tenderer does not have the legal capacity to enter into the contract.
- 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.
- In the event of a Compulsory Clarification Meeting:
 - the Tenderer fails to attend the Compulsory Clarification Meeting.
 - 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.
- in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- 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.

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

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 regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (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.2.2.2 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:

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

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive."

F.2.7 Clarification meeting:

Not applicable

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:

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

Tender Offers are to be delivered, in "hard copy" format, to **delivery address**:

[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

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

- Contract No. : **29879-1H**
- Contract Title : **Construction of 706 Units (40m2 single storey & 45 m2 double storey) by three (3) contractors at Philani Valley Housing Rectification Project (Ward 86). Each contractor to build 235 (70 single storey 40m2 units and 165 double storey 45m2 units).**

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (F.2.15).

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

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

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

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

F.2.15 Closing date and time:

The closing time is:

- Date : **Friday, 01 August 2025**
- Time : **11h00**

The delivery of the hard copy must be completed prior to the Tender closing date and time as stated above. Any Tender Offer submitted thereafter will not be considered.

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

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

Compensation Commissioner

Reference is to be made to **Returnable Document T2.2.13: “Registration with Compensation Commissioner”**.

If required to be registered in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), 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.

Should the Tenderer’s **Letter of Good Standing** be expired at time of tender closing, but an application for renewal has been made, the Tenderer is to include the expired **Letter of Good Standing** AND proof of application for renewal.

Separate **Letters of Good Standing** are required for each party to a Joint Venture.

Central Supplier Database (CSD)

Reference is to be made to **Returnable Document T2.2.14: “CSD Registration Report”**.

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

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

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

CIDB Registration (if applicable)

Reference is to be made to **Returnable Document T2.2.15: “Verification of CIDB Registration and Status”**.

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

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

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

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:
(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

In terms of tax clearance, 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.

B-BBEE Certificates, and valid NHBRC certificate must be valid at tender closing, and before final award.

Failure to submit the above-mentioned documents will result to disqualification of bidders.

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 on the **eThekwini Municipality Website** (refer to **Clause F.1.2**).

F.3.4 Opening of Tender Submissions:

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

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

F.3.8 Test for Responsiveness:

Add the following:

F.3.8.3 “Unless otherwise stated in the tender documentation, the following will be deemed as non-material deviations or omissions, applicable to the submission of documentation:

- non-submission of required documentation (including attachments).
- the submission of expired versions of required documentation.
- the submission of incomplete, or unsigned, returnable documentation.”

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.2: Contracts Awarded by Organs of State in the past 5 years
- T2.2.3: Contractor's Health and Safety Declaration
- T2.2.4: MBD 4: Declaration of Interest
- T2.2.5: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.6: MBD 6.1: Preference points claim
- T2.2.7: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.8: MBD 9: Certificate of Independent Bid Determination
- T2.2.9: Joint Venture Agreements (if applicable)
- T2.2.10: Declaration of Municipal Fees
- T2.2.11: Registration with Compensation Commissioner
- T2.2.12: CSD Registration Report
- T2.2.13: Verification of CIDB Registration and Status”
- T2.2.14: NHBRC Certificate
- T2.2.15: Submission of **Tax Compliance Status**

- F.3.8.4 “Should the Employer require the rectification of the non-conforming, non-material, deviation(s) and/ or omission(s), the Tenderer will be requested to address such rectification, within a specified time period, prior to the award of the contract. Failure to provide the rectified documentation, within the specified time period, will result in the tender offer being deemed non-responsive.”
- F.3.8.5 “It is highlighted that any request for the rectification of deviations or omissions cannot:
- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
 - significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
 - affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.”

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **T1.2.3: “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**, in accordance with the Employer's **current SCM Policy**.

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 in the Employer's **SCM Policy**.

Preference Points

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

The Preference Points (either 20 or 10) will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category 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 50%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0% and 51%	n/a	1
	>51% and <80%	n/a	3
	≥80% and <100%	n/a	4
	100%	n/a	5
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%			

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 Vendor Portal) 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 50%		
Location	80/20	90/10
Not in South Africa	n/a	0
South Africa	n/a	1
KZN	n/a	3
ETM	n/a	5
Maximum goal points	n/a	5
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		

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's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.

- (c) If applicable, the Tenderer is **registered**, and **“Active”**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (e) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (f) The Tenderer has not:
 - i) Abused the Employer’s Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The Tenderer has completed **Returnable Document T2.2.1: “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.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

F.3.15 Complete adjudicator’s contract:

Refer to the **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 Functionality Specification

The value of W₂ 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		50
Project Organogram and Experience of Key Staff	Contracts Manager	12
	Site agent	10
	Foremen	8
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:

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
Project Organogram and Experience of Key Staff	- Key Personnel - CV's with Experience of Key Personnel
Preliminary Programme	Preliminary Programme
Construction Methodology & Quality Control	- Construction Approach, - Methodology, and Quality Control - Schedule of Proposed Subcontractors - Plant and Equipment

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects that were of a value of at least 50% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Note: Projects of a similar nature that will be considered will be two, or a combination of, the following types of projects: bulk earthworks platforms for housing developments; concrete house foundations, block/brick structures, roofing, single units and double units	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 to 3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>4 to 10 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>11 to 15 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>15+ projects</u> of a similar nature within the past 10 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. (registered Pr. Tech/ SACPMF)	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. (registered Pr. Tech/ SACPMF)	No information provided OR submission of no substance / irrelevant information OR Less than 2 year's experience. (N6 qualification in Built Environment)
Level 1	Relevant accredited diploma / degree and minimum 1 year's experience. (registered Pr. Tech/ SACPMF)	Relevant accredited diploma / degree and minimum 1 year's experience. (registered Pr. Tech/ SACPMF)	Minimum 2 year's experience. (N6 qualification in Built Environment)
Level 2	Relevant accredited diploma / degree and minimum 2 year's experience. (registered Pr. Tech/ SACPMF)	Relevant accredited diploma / degree and minimum 2 year's experience. (registered Pr. Tech/ SACPMF)	Minimum 3 year's experience. (N6 qualification in Built Environment)
Level 3	Relevant accredited diploma / degree and minimum 4 year's experience. (registered Pr. Tech/ SACPMF)	Relevant accredited diploma / degree and minimum 4 year's experience. (registered Pr. Tech/ SACPMF)	Minimum 5 year's experience. (N6 qualification in Built Environment)
Level 4	Relevant accredited diploma / degree and minimum 7 year's experience. (registered Pr. Tech/ SACPMF)	Relevant accredited diploma / degree and minimum 7 year's experience. (registered Pr. Tech/ SACPMF)	Minimum 8 year's experience. (N6 qualification in Built Environment)
Level 5	Relevant accredited diploma / degree and minimum 9 year's experience. (registered Pr. Tech/ SACPMF)	Relevant accredited diploma / degree and minimum 9 year's experience. (registered Pr. Tech/ SACPMF)	Minimum 10 year's experience. (N6 qualification in Built Environment)

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 and signed as required.

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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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 [22](#) to [47](#).

NOTE

The following forms in the **Contract Part** of the Documentation are also required to be completed by the Tenderer:

- C1.1.1: **Form of Offer,**
- C1.2.2.2: **Data to be Provided by Contractor, and**
- C2.2: **Bill of Quantities.**

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to Clauses F.2.1.1(a) and F.2.7 of the Tender Data.

This is to certify that:

(entity 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 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 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

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 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, 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:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**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 REQUIREMENTS.

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS**3.1 PROCUREMENT OF GOODS AND SERVICES**

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

80 / 20 Points System**OR****90 / 10 Points System**

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

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

Where: P_s = Points scored for price of tender under consideration, P_t = Price of tender under consideration,
 P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of the SCM Policy, 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 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:
- 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
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below. **Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	n/a	5		
RDP Goal: The promotion of South African owned enterprises.	n/a	5		
Total CLAIMED Points (maximum)	n/a	10		

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:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 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.
- 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:
 - disqualify the person from the tendering process.
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - 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.
 - 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
 - forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 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:

.....

.....

T2.2.8 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 (2 pages)

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: _____

T2.2.9 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 29879-1H be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.10 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: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

Reference is to be made to **Clauses F.2.23 and F.3.13(a)** 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												

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Clauses F.2.1.1(b) 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, 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:

T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Projects of a similar nature that will be considered will be two, or a combination of, the following types of projects: bulk earthworks platforms for housing developments; concrete house foundations, block/brick structures, roofing, single units over the last (10) ten years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Details of work undertaken, nature of work & value	Date undertaken
--	----------------------	--	-----------------

The scoring of the tenderer's experience will be as follows:

Level	Points	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	20	To have successfully completed 1 <u>project</u> of a similar nature within the past 10 years.
2	40	To have successfully completed 2 to 3 <u>projects</u> of a similar nature within the past 10 years.
3	60	To have successfully completed 4 to 10 <u>projects</u> of a similar nature within the past 10 years.
4	80	To have successfully completed 11 to 15 <u>projects</u> of a similar nature within the past 10 years.
5	100	To have successfully completed 15+ <u>projects</u> of a similar nature within the past 10 years.

*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 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team, i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief 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 also indicate where key personnel are based.

*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, 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:

T2.2.24 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: 29879-1H

Contract Title: Construction of 706 Units (40m² single storey & 45 m² double storey) by three (3) contractors at Philani Valley Housing Rectification Project (Ward 86). Each contractor to build 235 (70 single storey 40m² units and 165 double storey 45m² units).

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

Witness: :

Signature : Date :

Name(*in capitals*) : :

This Form will be completed by the Employer

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**.
- 1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **36 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:
Head: Human Settlements
- 1.2.1.2 The address of the Employer is:
Physical: 3rd Floor, Shell House, 221 Anton Lembede Street, Durban
Postal: PO Box 3858, Durban, 4000
Telephone: 0313229381
Fax:
E-Mail: Lawrence.Pato@durban.gov.za
- 1.1.1.16 The **name of the Employer's Agent** is Oscar Kunene
- 1.2.1.2 The address of the Employer' Agent is:
Physical: 2nd Floor, Shell House, 221 Anton Lembede Street, Durban
Postal: PO Box 3858, Durban, 4000
Telephone: 0313229381
Fax:
E-Mail: Oscar.Kunene@durban.gov.za
- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **10% contingencies**.

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)
- Subcontracting 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 1000.00** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **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 2000.00**.
- 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 5000 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:

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The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

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

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

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
- 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 CLOs will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward 86**. 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 SUBCONTRACTING

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured

net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under

the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the

Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 30 pages. The pages are numbered BOQ 64 to 94

The Bill of Quantities follows and comprises of 30 pages.

**ETHEKWINI MUNICIPALITY: HUMAN SETTLEMENTS
CONTRACTOR GRADING 8GB (OR HIGHER) AND NHRBC REGISTERED**

36 Month Contract

NOTE:

The Preliminaries and all other Works relevant traded are measured and quantified in the following Bill of Quantities, the BOQ is for the entire provisional project scope subject to remeasurements during the execution of the Works.

No quantities and or specifications shall be amended other than specifically in accordance with the Conditions of Tender.

Materials should be SABS approved and test results of concrete, blocks, etc should be available.

PART 1

PRELIMINARY AND GENERAL

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SABS 1200 A & AB	SECTION 1:PRELIMINARY AND GENERAL FIXED CHARGE ITEMS				
		NOTES i) The bill of quantities in this section has been prepared in accordance with the SABS 1200 Latest Edition				
1.1	8.3.1	Any contractual requirements for the duration of contract	Sum	1		
2	8.3.2	<u>Establishment of facilities of site</u>				
2.1	8.3.2.1	a) Facilities for engineer (not required)	Sum			
		b) 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 communication	Sum	1		
2.2.5		f) Access	Sum	1		
2.2.6	8.3.3	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 the end of contract	Sum	1		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT
		BROUGHT FORWARD					
2.5		SECTION 2: PRELIMINARY AND GENERAL TIME RELATED ITEMS					
2.5.1	8.4.1	Contractual requirement	Sum	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			
2.6.1		a) Rain Gauge	No	1			
2.6.2		b) Provisional sum reserved for use by engineer for undertaking surveys on site	PC Sum	235	R	316.20	R 74,307.00
2.6.3		Contractors markup and profit on item above (Item 2.6.2)	Sum				
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 Time Obligations: Specify Below					
		a) Community Liaison Officer	PC Sum	1			R 216,000.00
		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			
		CARRIED FORWARD					

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
3.2	8.5	Setting out of site boundaries	No.	235		
3.2.1	8.5	Setting out of raft foundation if required by engineer (Provisional)	No.	235		
		CARRIED TO FINAL SUMMARY PAGE (Preliminary and General)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5.1	SABS 1200 C 1200 D	SECTION 2 : SUB-STRUCTURE	No	235		
		BILL NO. 1 : FOUNDATIONS				
		<u>SITE CLEARANCE AND EARTHWORKS TO PLATFORMS AND DEMOLITION</u>				
		<u>SECTION 1</u>				
		<u>DEMOLITION</u>				
		Allow for demolition of existing building structures including foundations and removal to nearest spoil site (to be located by contractor) approx. 30m²				
5.2		<u>REMOVAL AND DISPOSAL OF ASBESTOS</u>	No	235		
		Take down and remove asbestos roof sheeting from existing house of approximately 30m2 in accordance with the applicable Asbestos Abatement Regulations, 2020 (Government Notice R1196 in GG 43893 of 10 November 2020 regulations (as amended) including disposal to an approved disposal facility to be determined by the Contractor.				
		<u>BULK EXCAVATIONS, ETC.</u>				
		Construct new or extend existing earthwork platforms for raft foundations complete -by excavating in all materials and placing in fill (98% MOD AASHTO compaction) inclusive of benching in slopes steeper than 1:6 graded to fall 1:1.5 cut banks and 1:2 fill banks.				
		<i>Inclusive of the following</i> a)General clearing and grubbing of platform area b) removal of topsoil 150mm deep c) removal of minor rubble from earthworks d) removal of trees of all girths				
5.3		Platforms 10m wide x 9.5m	No.	235		
		(Average volume of platform cut to fill - 25m3) Removal of existing foundations to spoil measured elsewhere.				
		Extra over item above for the importing to fill for platforms, suitable material from within the project boundaries (when instructed by the engineer) (Provision Item)				
5.4			m3	864		
CARRIED FORWARD						

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
	SABS 1200DM	EARTHWORKS -TRENCHES				
5.5		Excavate on platform for minor pipe trenches not exceeding 450mm deep and 400mm wide -approx. 10m long per unit	m	2350		
5.6		Excavate on platform 400mm deep x 300mm wide approx. 10m per unit (water)	m	2350		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6		<u>SECTION 3</u> <u>RAFT FOUNDATIONS</u> NOTES 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 Tenderers 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. EARTHWORKS SUPPLEMENTARY PREAMBLES Nature of ground 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. Subterranean water Limited info on seepage areas are available at the time of this tender. Carting away of excavated material 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 EXCAVATION, FILLING, ETC OTHER THAN BULK Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. to 98% MOD AASHTO to create 250mm wide trenches for raft beams 600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (2 No. scheduled) - Provisional CARRIED FORWARD				
6.1		Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. to 98% MOD AASHTO to create 250mm wide trenches for raft beams	m3	1147		
6.2		600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (2 No. scheduled) - Provisional	No	470		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
6.3		Extra over all excavations for carting away of surplus material to stockpile on site or spreading and compacting on site where required.	m3	29		
6.4		Risk of collapse of excavations sides of external trench excavations to raft beams note exceeding 1,5m deep.	m2	7455		
6.5		Keeping all excavations free of water subterranean and surface	Item	1		
		<u>FILLING, ETC</u>				
		<u>Earth filling supplied by the contractor compacted to 98% MOD AASHTO density</u>				
6.6		G5 material under floors, etc	m3	864		
		<u>SOIL POISONING</u>				
6.7		Soil insecticide Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc filling in furrows and ramming	m2	15953		
		<u>Surface Preparation</u>				
6.8		Surface preparation concrete surround slab (apron) excavation and compaction of ground surface under slabs, including scarifying for a depth of 150 mm, breaking down oversized material, adding suitable material where necessary and compacting to 93 % Mod AASHTO density	m2	6886		
		<u>Prescribed Density Test on Filling</u>				
6.9		Modified AASHTO Density test on fill material	No	235		
6.10		Field Density test including "Optimum Moisture Content" on layerworks	No	235		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7		SECTION 3 : SUB-STRUCTURE FOUNDATION BILL NO. 2 - CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing cost and for submitting reports on the tests to the Engineer. 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) Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribe 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" <u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u> 7.1 Surface blinding under footings and based 10MPa/19mm concrete m3 0 7.2 Mass Concrete pads under raft foundations 600mm square x 800mm deep (1 No. Pad scheduled) - Provisional m3 135 <u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u> <u>25MPa/19mm concrete</u> 7.3 Raft Foundations m3 2528 CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
7.4		Concrete surround slab (apron) 20/19 - 100mm thick concrete cast against prepared surfaces inclusive of 150mm deep toe-trench and all minor formwork required and inclusive of a Non slip- Wood Float finish (Mesh measured elsewhere)	m3	775		
		<u>TEST BLOCKS</u>				
7.5		Making and testing 150 x 150 x 150mm concrete strength test cube for acceptance testing (Provisional)	No	235		
		<u>CONCRETE SUNDRIES</u>				
7.6		Finishing top surfaces of concrete raft smooth with a power float finish surface beds, slabs, etc	m2	8586		
		<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
7.7		Rough formwork to raft foundation sides Edges, risers, ends and reveals not exceeding 150mm high or wide	m	0		
7.8		Edges, risers, ends and reveals not exceeding 450mm high or wide	m	16145		
		<u>REINFORCEMENT</u>				
7.9		Mild steel reinforcement to structural concrete work bars of various diameters for raft foundation	t	0		
7.10		High tensile steel reinforcement to structural concrete work bars of various diameters for raft foundation	t	68.855		
		<u>Fabric reinforcement</u>				
7.11		Type 245 fabric reinforcement in raft concrete surface beds raft etc	m2	9400		
7.12		Type 193 fabric reinforcement in surround slab (aprons)	m2	8113		
		<u>CONCRETE SUNDRIES</u>				
7.13		Supply and install bitumen impregnated soft board between vertical raft beam surfaces 450mm high 12mm Bitumen impregnated Soft board Joints not exceeding 450mm high (Between raft foundation)	m	5664		
		CARRIED TO FINAL SUMMARY PAGE (CONCRETE, FORMWORK AND REINFORCING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8		BILL NO. 4 - MASONRY SUPPLEMENTARY PREAMABLE Items, materials or methods to be used specified by trade names or catalogue number are only an indication of the quality required. Items, materials or methods of similar quantity may be used with prior approval from the Engineer prior to submission of Tenders. BLOCKWORK Blockwork shall comply with SABS 0145 "Concrete Masonry Construction" Blocks shall comply with SABS 1215 and shall bear the SABS mark All blocks must be saw cut and not broken with a trowel and price must include for this All blocks are to have a minimum compressive strength of 3.5 Map Description 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 00 units delivered to site SUPERSTRUCTURE Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 7MPa concrete masonry block in class cement mortar (Inclusive of narrow widths) 140mm Walls in M150 blocks 8.1 8.2 90mm shower kerb one course high in M100 blocks BLOCKWORK SUNDRIES 8.3 10MPa/19mm Mass concrete filling to cavity of blockwork in compliance with NHBRC building requirements. 8.4 Bitumen impregnated softboard between vertical block surfaces 12mm Thick for Joints exceeding 300mm high Galvanized blockwork reinforcement CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
8.5		75mm Wide reinforcement built in horizontally <u>"Fabcon" pre-stressed fabricated lintels</u> <u>140 × 110mm Lintels in Lengths</u>	m	70481		
8.6		a) Not exceeding 1m	No	470		
8.7		b) Not exceeding 1.4m <u>Galvanised hoop iron cramps, ties, etc</u>	No	1880		
8.8		30 × 1.6mm Wall tie 500mm long with both ends built into blockwork	No	4767		
8.9		30 × 1.6mm Roof tie 1.5m long with one end fixed to timber truss and other end built into blockwork	No	4767		
		CARRIED TO FINAL SUMMARY PAGE (MASONRY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9		BILL NO. 5 - 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 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 <u>DAMP-PROOFING OF WALLS AND FLOORS</u> <u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course in walls</u>				
9.1		In walls and under window cills <u>One layer of 250 micron "Consol Plastic Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape" Under surface beds</u>	m2	1338		
9.2		Bottom and sides of ground beam (80m2)	m2	24312		
9.3		"Sika" Cemflex membrane waterproofing fixed in strict accordance to the manufacturers instructions On shower walls	m2	635		
9.4		Additional membrane of 50mm diameter outlet	No	235		
		CARRIED TO FINAL SUMMARY PAGE (WATERPROOFING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
10		BILL NO. 6 - ROOF COVERINGS, ETC SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogues numbers are only an indication of the quality required. Items, Materials or methods of similar quality may be used with prior approval for the Engineer, prior to submission of Tenders. <u>ROOF COVERINGS -TILES</u> 420 × 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 × 38mm sawn softwood battens at 320mm centres				
10.1		Roof covering with pitch not exceeding 25 degrees	m2	14816		
10.2		Apex ridge tiles to match roofing tiles including soaker underlay, additional battens, etc and bedded and pointed in 1.3 cement mortar tinted to match tile colour	m	1645		
		CARRIED TO FINAL SUMMARY PAGE (ROOF COVERINGS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11		BILL NO. 7 - ROOF STRUCTURE DESIGN, SUPPLY & INSTALL THE FOLLOWING Tenderers are advised that only timber trusses be considered for the roof structure construction. The tenderer shall ensure that all shop drawings are submitted with their 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 component of each unit from a qualified registered Structural Engineer with the required capability certificate and professional indemnity cover. Tenderers are to refer to drawings annexured to this document. <u>Design, manufacture, supply, hoist and fix in position pre-fabricated timber roof structure complete with necessary wall plates, temporary bracing, designed for roof covering of concrete roof tiles on timber battens with trusses at maximum 760mm centres. To be supplied with two 38mm x 114mm bottom cord runners.</u> Roof structure for single storey unit size on plan formed of double pitched roof trusses approximately 6,85m span with 350mm eaves projection on both sides of unit. To be supplied with two 38mm x 114mm bottom cord runners Extra over last for suitable paint protection to exposed members of timber trusses at eaves				
11.1			No	235		
11.2			No	235		
		CARRIED TO FINAL SUMMARY PAGE (ROOF CONSTRUCTION)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12		BILL NO. 8 - CARPENTRY AND JOINERY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogues numbers are only an indication of the quality required. Items, Materials or methods of similar quality may be used with prior approval for the Engineer, prior to submission of Tenders. Fixing items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete <u>EAVES, VERGES, ETC</u> "Everite FC77" or equal approved pressed fibre-cement 225× 10mm Fascia boards including galvanised steel H-profile joining strips 12.1 200 × 80mm Barge boards including galvanised steel H-profile joining strips 12.2 <u>DOORS, ETC</u> 12.3 Hollow core flush doors with commercial veneer on both sides suitable for painting hung to steel frames (internal) 40mm Door, 813 × 2032mm high 12.4 44mm Framed, ledged and braced batten door 813 × 2032mm high filled in with 22mm V-jointed boarding both sides Hardwood external doors				
		CARRIED TO FINAL SUMMARY PAGE (CARPENTRY AND JOINERY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13		BILL NO. 9 - CEILINGS, PARTITION AND ACCESS FLOORING <u>PREAMBLE</u> The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008) <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in description</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager <u>Descriptions</u> <u>NAILED UP CEILING</u> <u>6,4mm "Rhino" gypsum plasterboard ceiling</u> Ceiling including 38 x 38mm sawn softwood bracing at 400mm centres in one direction Extra over ceiling for 650 x 650mm trap door complete with trimmers, frames, cross bracing covered with ceiling board and fitted flush in opening complete with hinges <u>"Rhino" gypsum plasterboard cornices</u> 75mm Coved cornices <u>"Isortherm" Insulation</u> 50mm Fibre insulation closely fitted and laid on top of bracing between roof trusses				
13.1		Ceiling including 38 x 38mm sawn softwood bracing at 400mm centres in one direction	m2	8586		
13.2		Extra over ceiling for 650 x 650mm trap door complete with trimmers, frames, cross bracing covered with ceiling board and fitted flush in opening complete with hinges	No	235		
13.3		75mm Coved cornices	m	11026		
13.4		50mm Fibre insulation closely fitted and laid on top of bracing between roof trusses	m2	8586		
		CARRIED TO FINAL SUMMARY PAGE (CEILINGS, PARTITIONS, ETC)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14		BILL NO. 10 - 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 engineer, prior to 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 LOCKS 14.1 Two lever mortice lockset with chrome plated finish 14.2 Three lever mortice lockset with chrome plated finish BATHROOM FITTINGS 14.3 Chromium plated toilet roll holder CARRIED TO FINAL SUMMARY PAGE (IRONMONGERY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15		BILL NO. 11 - METALWORK SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of quality required. Item, materials or methods of similar quality may be used with prior approval from engineer, prior to submission of Tenders Descriptions Descriptions of bolts shall deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchor and bolts shall be deemed to include nuts, washers and mortices in brickworks of concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described GALVANIZED PRESSED STEEL DOOR/WINDOW FRAMES Durowin or equal approved 1.2mm thick double rebated frame with adjustable striking plate including pair of steel hinges per door leaf, rubber buffers to the lock jambs and fixing lugs welded on, suitable for 140mm block walls external door Durowin or other equal and approved standard of residential windows				
15.1		Window type NE1 533mm x 654mm high	No.	1175		
15.2		Window type NC2 1022mm x 949mm high	No.	235		
15.3		Window type NC2 1022mm x 949mm high	No.	705		
15.4		Window type NC1 533mm x 949mm high	No.	235		
		CARRIED TO FINAL SUMMARY PAGE (METALWORK)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16		BILL NO. 12 - PLASTERING <u>PREAMBLE</u> The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008) <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in description</u> Proprietary products shall be used as pecified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager <u>INTERNAL PLASTER</u> <u>Cement plaster on brickworks or blockwork</u> On walls including narrow widths <u>EXTERNAL PLASTER</u> <u>Cement plaster on brickworks or blockwork</u> On walls including narrow widths				
16.1		On walls including narrow widths	m2	20699		
16.2		On walls including narrow widths	m2	14575		
		CARRIED TO FINAL SUMMARY PAGE (PLASTERING / BAGWASH)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17		BILL NO. 13 -PLUMBING AND DRAINAGE SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of quality required. Item, materials or methods of similar quality may be used with prior approval from engineer, prior to submission of Tenders 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 manufacture's instructions All pipe diameters are nominal external uPVC pipes and fittings: Soil, waste and vent pipes and fittings shall be solvent weld jointed uPVC pressure pipes and fitting : 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 cast iron, all similar push-in type joints Fixing of pipes descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level 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 reduces 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. CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD Laying backfilling, bedding, etc. of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturer's instructions. Where no manufacturer's 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 clause 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 Stainless steel sinks Waste Unions Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings sealing around Joints around sanitary fittings at junction with walls, etc. are to be sealed with an approved silicone sealant and prices shall include for this CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>SOIL DRAINAGE</u>				
		<u>Normal duty uPVC pipes</u>				
17.1		110mm Pipes laid in and including trenches not exceeding 1m deep extra over normal duty uPVC pipes for fittings	m	3525		
17.2		110mm Bend	No	1175		
17.3		110mm Junction	No	705		
17.4		110mm Diameter rodding eye consisting of plain bend at bottom jointed to drain pipe, vertical piping not exceeding 100mm long including all necessary slow bends, cast iron 'ABC' COVER AND FRAME, 150mm thick mass concrete 15Mpa/19mm surrounding all necessary additional excavation, etc	No.	470		
		<u>Precast Concrete Gulleys</u>				
17.5		Precast concrete gully with 160mm diameter uPVC gully trap with 110mm diameter outlet and joint to uPVC drain pipe including PVC grating connection	No.	470		
17.6		Location and cutting into side of existing 160mm pipe for and connecting 110mm pipe including inserting 110mm junction	No.	235		
		<u>Sundries to drainage</u>				
17.7		25mm Diameter hole through 140mm block wall and make good on completion (provisinal)	No.	235		
		<u>SANITARY FITTINGS</u>				
		<u>Stainless steel sinks</u>				
17.8		Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup, chain and stay, fixed to block wall with and including gallow brackets (taps, trap elsewhere)	No.	235		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>Glazed ceramic fittings</u>				
17.9		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.	235		
17.10		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.	235		
		<u>TRAPS, ETC</u>				
17.11		Flexible rubber	No.	235		
17.12		50mm Deep seal rubber P-trap Brass	No.	235		
17.13		50mm Rough brass shower P-trap with CP grating	No.	235		
		<u>TAPS, VALVES, ETC</u>				
17.14		15mm Ballstop valve "Cobra Watertech" or equal approved	No.	470		
17.15		15mm "Cobra 111" Star chromium plated pillar tap	No.	470		
17.16		15mm "Cobra 128" Star chromium plated underwall pattern stop tap	No.	470		
17.17		15mm "Cobra 027" Chromium plated overhead shower arm	No.	235		
17.18		15mm "Cobra 068BJ" Chromium plated shower rose	No.	235		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>SANITARY PLUMBING</u>				
		<u>Soil, waste & vent uPVC pipes</u>				
17.19		50mm Pipes to walls, columns, soffits, etc	m	2585		
17.20		110mm Pipes to walls, columns, soffits, etc	m	635		
		<u>Extra over uPVC pipes for fittings</u>				
17.21		50mm Access bend	No.	940		
17.22		50mm Junction	No.	470		
17.23		110mm Access bend	No.	470		
17.24		110m Access Junction	No.	470		
17.25		110mm Pan connector	No.	235		
17.26		50mm "GI One way" vent valve	No.	235		
17.27		110mm "GI Two way" vent valve	No.	235		
		<u>WATER SUPPLIES</u>				
17.28		HDPE Class 12 high density polyethylene pipes with plastic compression fittings 16mm Pipes laid in and including trenches not exceeding 1m deep	m	3525		
17.29		16mm Pipes to walls, soffits, etc.	m	4700		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
17.30		22mm Pipes to walls, soffits, etc	m	2350		
17.31		32mm Pipes to walls, soffits, etc	m	1175		
		<u>Extra over high density polyethylene pipes for Plasson compression fittings</u>				
17.32		16mm Elbow Fittings	No.	1175		
17.33		16mm couplers	No.	1175		
17.34		25mm Elbow Fittings	No.	1175		
17.35		25mm to 16mm reducer	No.	235		
17.36		32mm Elbow	No.	470		
17.37		32 x25mm Reducing tee	No.	235		
		<u>Extra over high density polyethylene pipes for capillary fittings</u>				
17.38		15mm Fittings Connection	No.	2350		
17.39		Cutting into existing water supply pipe for and including connection with 16mm pipe including all fittings, etc	No.	235		
		<u>RAINWATER DISPOSAL</u>				
		<u>uPVC gutters and rainwater pipes</u>				
17.40		100mm Half round gutters	m	3290		
17.41		75mm Diameter rainwater down pipes	m	2632		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
17.42		Extra over eaves gutters for stopped ends	No	940		
17.43		Extra over gutters for 75mm diameter pipe	No	940		
17.44		EXtra over rainwater pipe for eaves offset 750mm projection	No	940		
17.45		Extra over rainwater pipe for shoe	No	940		
		<u>CONNECTION OF SERVICES</u>				
17.46		Disconnect and re-connection on completion of sewer line including all materials, labour, etc at the municipal connection line including compliance with all municipal requirements.	No	235		
17.47		Disconnect and re-connection on completion of water supply line including all materials, labour, etc at the municipal connection line including compliance with all municipal requirements. Contractor to ensure original municipal water meter remain intact with no damages (any damage to meters will be for contractor's costs)	No	235		
		<u>TESTING</u>				
17.48		Testing the whole of the water supply and sanitary pipe systems including fittings (Rate only)	Item			
		CARRIED TO FINAL SUMMARY PAGE (PLUMBING AND DRAINAGE)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18		BILL NO. 14 - GLAZING				
		<u>GLAZING TO STEEL WINDOWSWITH PUTTY/BACK PUTTY</u>				
		<u>4mm Clear float glass</u>				
18.1		Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	0		
18.2		Panes exceeding 0.5m2 but not exceeding 2m2	m2	802		
18.3		4mm Obscure glass Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	82		
		CARRIED TO FINAL SUMMARY PAGE (GLAZING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
19		BILL NO. 15 - PAINTWORK <u>PREAMBLE</u> The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008) <u>SUPPLEMENTARY PREAMBLES</u> 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 <u>PAINTWORK, ETC TO NEW WORKS</u> <u>ON FLOATED PLASTER</u> <u>Prepare, stop and apply one coat acrylic fillercoat PVA paint to SABS 1416 and two acrylic PVA emulsion paint to SABS 1586</u> 19.1 On internal walls 19.2 On external walls <u>ON PLASTER BOARD</u> <u>One coat plaster primer and two coats "Plascon Double Velvet" finishing coat aor other euql and approved</u> 19.3 On ceilings and cornices CARRIED TO FINAL SUMMARY PAGE (PAINTING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
20		BILL NO. 15 - PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS				
		The following Provisional Amounts are all NET amounts Provisional Amounts may be omitted or reduced at the Employer' 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.				
		MISCELLANEOUS ITEM				
20.1		Provisional Allowance for Asbestos Approved Inspection Authority (AIA) to comply with Asbestos Abatement Regulations, 2020 (as amended)	Item	Sum		R 705,000.00
20.2		Allowance for profit and attendance on item 20.1	Item	%		
20.3		Allow provisional amount for the use only on instruction by the project manager for the disconnection and reconnection of electricity including internal wiring, plugs, light fittings, distribution box, etc including issuing of certificate of compliance (CoC) by a competent person	Sum			R 3,306,450.00
20.4		Allowance for profit and attendance on item 20.3	Item	%		
20.5		Allow provisional amount for use only on instruction of engineer or project manager for temporary structures to relocate beneficiary .	Sum			R 890,510.00
20.6		Allowance for profit and attendance on item 20.5	Item	%		
20.7		Provisional Allowance for Construction Project Manager	Item	Sum		R 2,956,182.50
20.8		Provisional Allowance for Structural Engineer	Item	Sum		R 2,426,375.00
20.9		Provisional Allowance for Geotechnical Engineer	Item	Sum		R 577,160.00
20.10		Provisional Allowance for Land Surveyor	Item	Sum		R 412,190.00
20.11		Provisional Allowance for Environmental, Health & Safety	Item	Sum		R 199,750.00
20.12		Allowance for profit and attendance on item 20.7 to 20.12	Item	%		
		CARRIED TO FINAL SUMMARY PAGE (PROVISIONAL SUMS)				

	<u>FINAL SUMMARY</u>	<u>AMOUNT</u>
1	PRELIMINARY AND GENERAL	
2	EARTHWORKS	
3	CONCRETE, FORMWORK AND REINFORCING	
4	MASONRY	
5	WATERPROOFING	
6	ROOF COVERING	
7	ROOF CONSTRUCTION	
8	CARPENTRY AND JOINERY	
9	CEILINGS, PARTIONING AND ACCESS FLOORING	
10	IRONMONGERY	
11	METALWORK	
12	PLASTERING	
13	PLUMPING AND DRAINAGE	
14	GLAZING	
15	PAINTWORK	
16	PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS	
	SUBTOTAL	
	ADD 15% VAT	
	TOTAL TO BE POSTED TO FORM OF OFFER IN TENDER DOCUMENT	
<u>NB:</u>	<u>NB:</u>	
1	The client reserves the right to omit any of the above mentioned line items to suite budgetary requirements.	
2	Should the tenderer wish to provide an alternative product , it must be approved by the respective department of eThekweni Municipality and the Housing official	

PART C3: SCOPE OF WORK

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Bookmark not defined.	

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**C3.1.1 Description of Works**

This contractor is required to build 706 low-cost houses with ceiling boards, insulation, electricity, plaster, and paint walls internally and externally, build water tanks and install water tanks with downpipes and gutters.

C3.1.2 Description of Site and Access

Philani Valley Housing Rectification Project is located approximately 25km away from Durban Central Business District, in the south of eThekweni Municipality in Umlazi Y Section. The project is situated within Wards 86.

C3.1.3 Nature of Ground and Subsoil Conditions

The area is generally characterised by sand, occasionally with boulders on shallow bedrock. The average depth to bedrock varies between 0.2m on tillite to 0.6m on sandstone. The depth to bedrock is however highly variable due to the local topography, with generally deeper and more clayey soil found within the low-lying areas along the drainage course.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

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

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for

completing the work required to the accesses out of normal hours.

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

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

PS.2 SERVICES

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

PS.2.1 Existing Services

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

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

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

Proving of services shall be completed at least two weeks in advance of the actual programmed

date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS**PS.3.1 General**

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

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

PS.3.2 Water Main Valve Access

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

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

PS.3.3 Restriction on Compactive Equipment

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

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

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

PS.4 SEWERS

[Briefly describe the work noting all special conditions].

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

[Briefly describe the work noting all special conditions].

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT

[Briefly describe the work noting all special conditions].

PS.6.1 General

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekwini Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekwini Electricity throughout the contract.

PS.6.2 Street Lighting

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

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

Should it be necessary to adjust the line, level and / or position of any service not catered for in

the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

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

[Briefly describe the work noting all special conditions].

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

PS.8 CCTV PLANT

[Briefly describe the work noting all special conditions].

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

Describe issues relating to OH&S and the Regulations

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SITE SECURITY

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

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

- (a)
- (b)
- (c)

PS.13. Sub-Contracting of the Top Structure Contract:

Prospective tenderers are to take note that they will be required to sub-contract the **some of the works**, i.e., top structure part but excluding the foundation and slab, to appropriately graded CIDB GB or GBPE sub-contractors with valid NHBRC registration from within the ward area of the project. To assist the main contractors in achieving this requirement, the employer will endeavour to provide prospective tenderers with a list of suitable eligible subcontractors from within the project ward area during the tender phase of this project. In the event of there not being any suitable contractors within the project ward area or immediate surrounding areas, the appointed contractor shall be permitted to source suitable qualifying (CIDB and NHBRC registrations) sub-contractors from within the ward at eThekweni Municipality boundary. It will remain the sole responsibility of the main contractor to Plan, manage and monitor the work undertaken by the subcontractors under their control until practical completion is achieved on the top structures. ***It is important to note that the work subcontracted (excluding platforms and slabs) will not form part of the CPG target stipulated in the tender document and will be excluded from consideration when determining their overall CPG quota.***

PS.14 Practical Completion for Top-Structures

On achievement of practical completion of the top structures, the contractor is required to hand over manuals etc. related to the works as listed in the table below to achieve final completion:

(N/A denotes not applicable to project)

1) Electrical & Plumbing Installation (N/A)	2) Raft Foundation Certificate (N/A)
3) Timber Truss Design Certificate	4) Concrete Cube & Block Test results
5) Glazing Certificate (N/A)	6) Soil Poisoning Certificate
7) First Floor Slab certificate	

PS.15 Employment of Local Labour

The Sub contractors will be required to employ local labour as specified in the Relevant project Specifications - "The Use of CLOs and Local Labour" of this Contract document. The contractor will be required to ensure that a minimum of 50% of the labour force on the top structure is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any persons who reside within the ward areas of the project. 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 main contractor and sub-contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced

C3.3: STANDARD SPECIFICATIONS

C3.3.1 C3.3: STANDARD SPECIFICATIONS

C3.3.1 Listing of Standard Specifications (applicable to top structures)

- *Model preamble of Trades 2008 Latest revision*
- *National building regulation Sans 10400-latest revision..*
- *Nhbrc Manuals Vol 1 & 2 (Amplification of the NBR)*

C3.4 : PARTICULAR SPECIFICATIONS

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

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

C3.4.1 Part AH - OHSA 1993 Safety Specification
(26 Pages)

C3.4.2 Included in this document are the following from **eThekweni Municipality Health & Safety Unit**

3.4.2.1 Site Specific Health & Safety Specification in terms of 2014 Construction Regulations 5.1(b)

3.4.2.2 Baseline Risk Assessment

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

The link/PDFs to the following drawings are under
3.6 Annexures

1. Notice Board _ **Annexure A**
2. Locality Plan – **Annexure B**
3. **House plan and foundation details - Annexure C**

3.6: ANNEXURES

Annexure A

Notice Board

Annexure B

Locality Plan

Annexure C

House plan and foundation details

C3.4: PARTICULAR SPECIFICATIONS

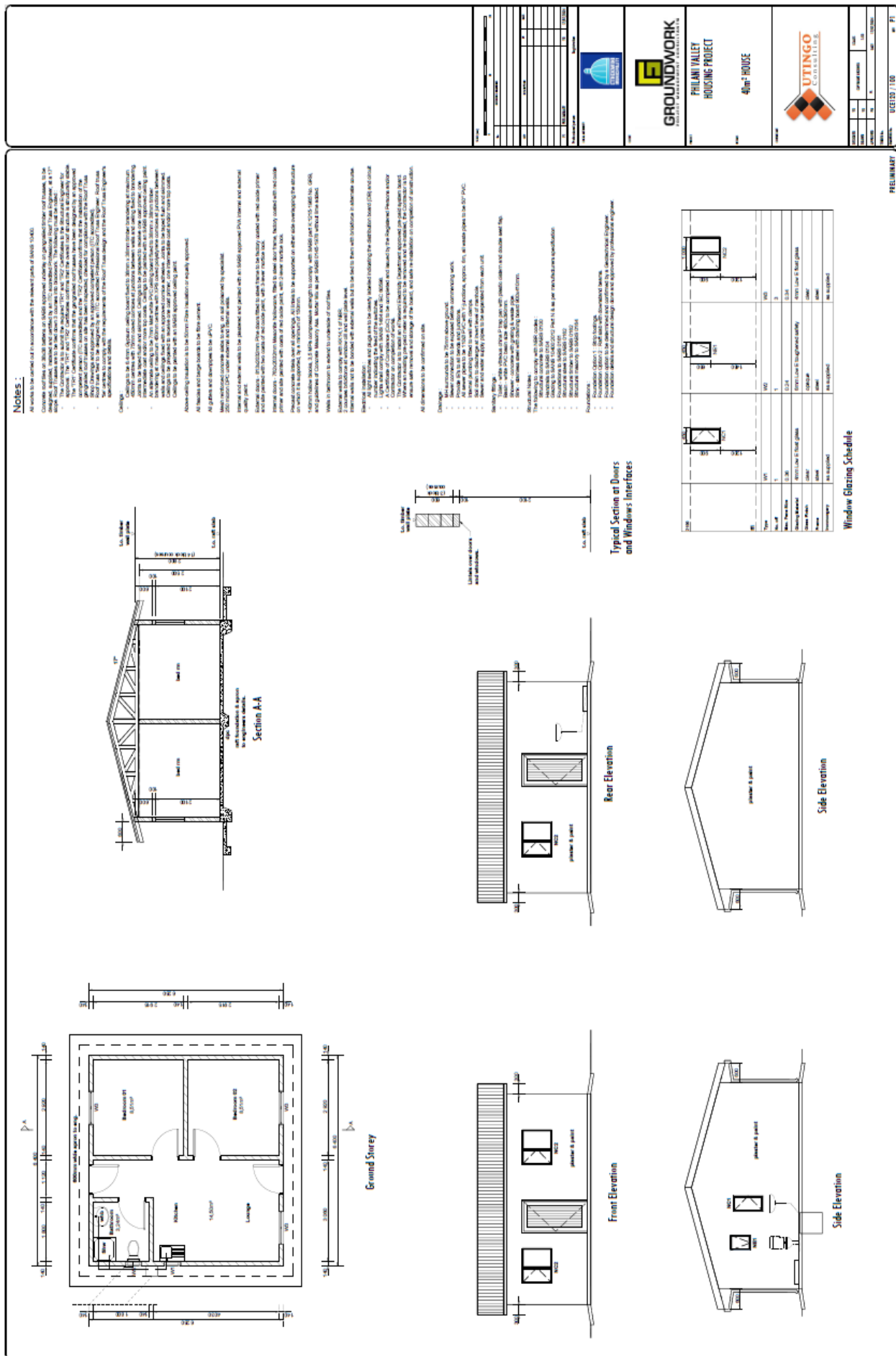
In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

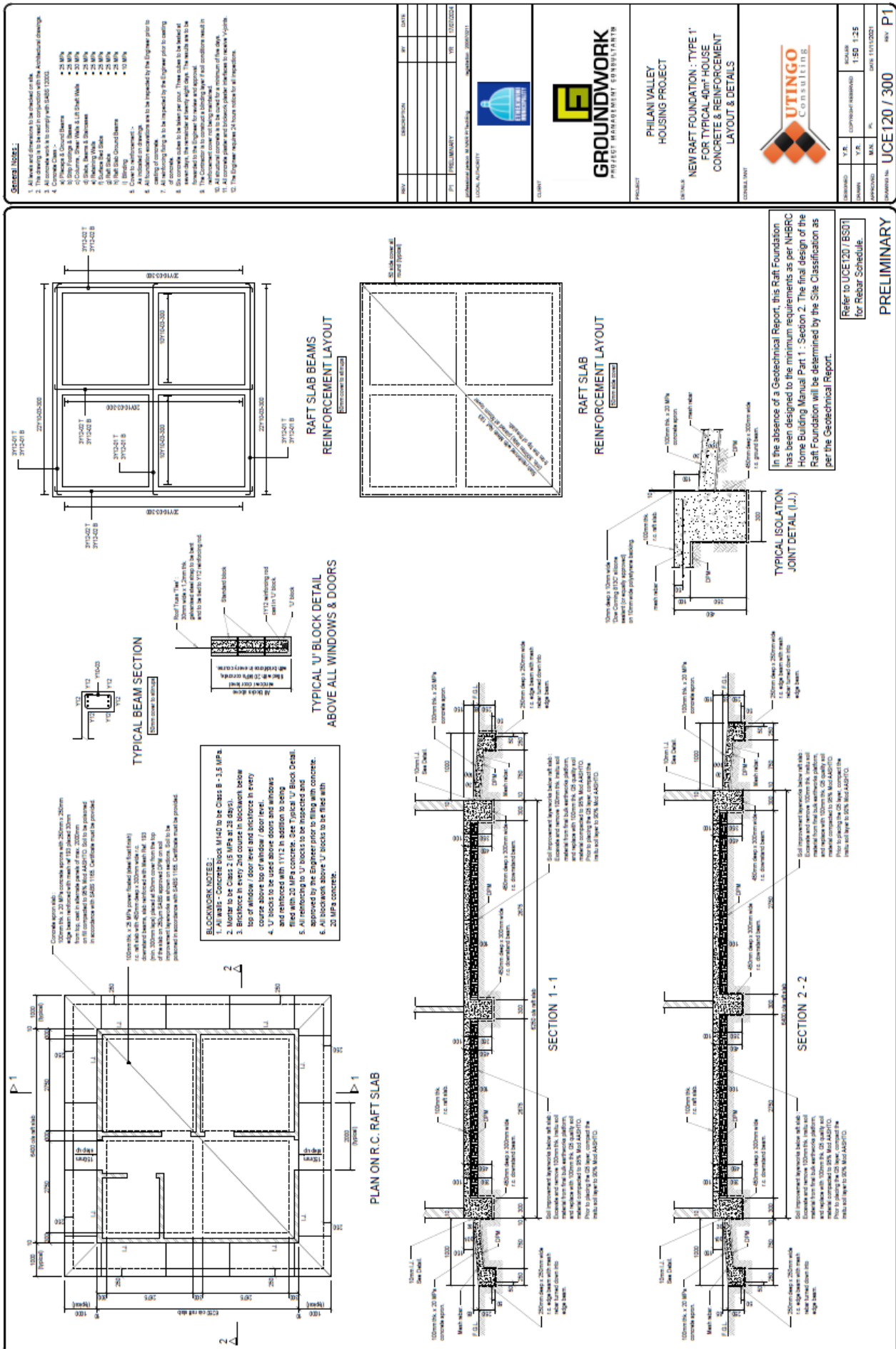
C3.4.1 Part AH - OSHA 1993 Safety Specification
(26 Pages)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

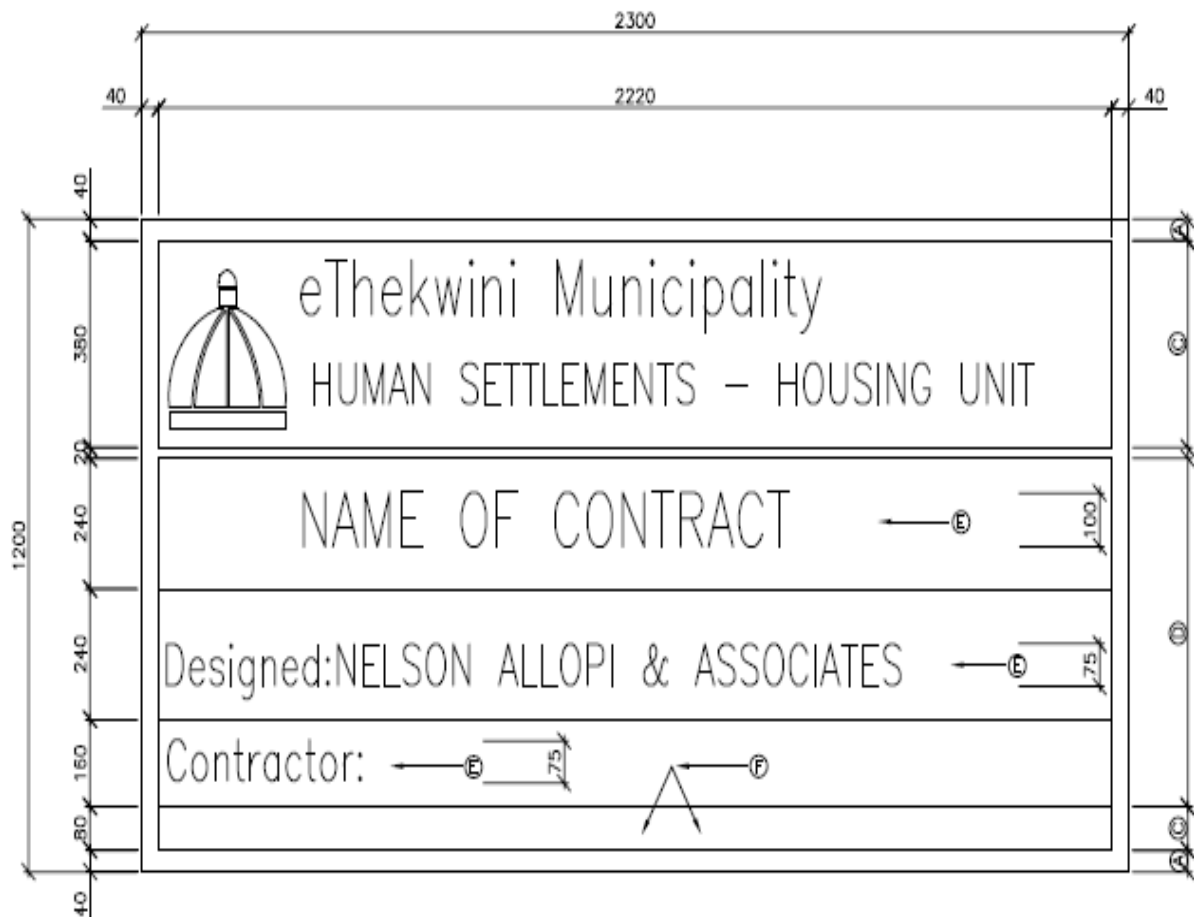
- UCE120-101-P1 : 40m2 Architectural House Plan
- UCE120-300-P1 – Foundations : Concrete & Reinforcement Design Drawings
- UPE120-BS01-P1 – Reinforcement / Rebar schedule





MEMBER	No OF	BARS PER MEMB	DIA.	LENGTH	TOTAL NUM- BER	MARK	S C	B E N D I N G									
								A	B	C	D	E/r					
RAFT SLAB BEAMS	1	18 18 124	Y12 Y12 Y10	6500 6350 1250	18 18 124	01 02 03	35 35 60	6300 6150 350	200								
REV.P1								PRELIMINARY				17/07/2024		M.NAIR PrTechEng		200670211	
	8	10	12	16	20	25	32	40	TOT	Date		17/07/2024					
R										Det. by		YR					
Y		96	205						301	Ref Dwg		UCE120 / 300					
TOT		96	205						301	Job No		UCE120					
				PHILANI VALLEY HOUSING TYPICAL 40m² HOUSE RAFT FOUNDATIONS (TYPE '1')						Revision		P1					
										Schedule No		UCE120 / BS01					

NOTICE BOARD

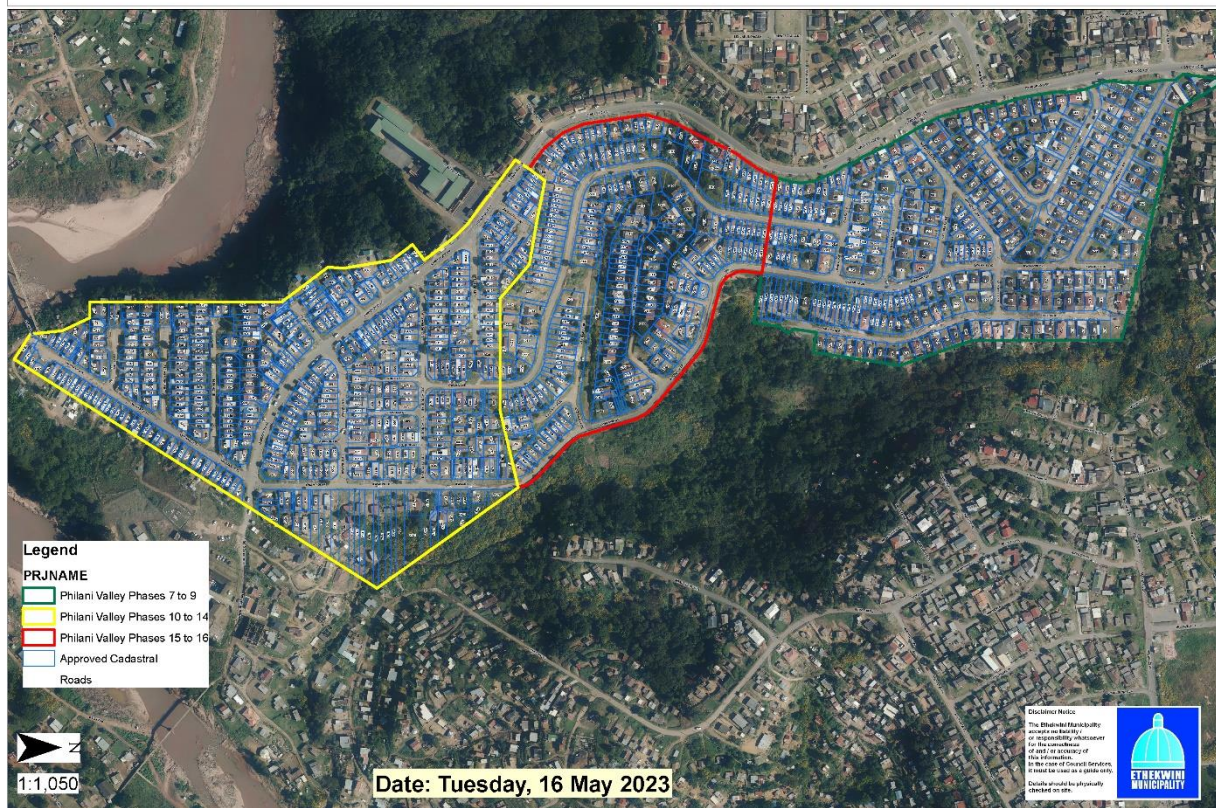


LEGEND

- A : RAISED SURROUND PAINTED WHITE
- B : WHITE
- C : BLUE BACKGROUND – F04 NATIONAL FLAG BLUE
- D : WHITE BACKGROUND
- E : BLUE LETTERS : F04 FLAG BLUE
- F : F29 CORNFLOWER BLUE

PHILANI VALLEY 7-16 HOUSING PROJECT

Locality Plan



C4.2 CONDITIONS ON SITE

Based on the eThekweni municipality GIS Geology layer, the northern half of the site is expected to be underlain by Natal Group sandstone bedrock and the associated typically slightly clayey fine to medium grain sandy soils. Clay content may increase with depth in the profile and downslope towards the drainage lines. Slopes are generally moderate (7 - 10°) but locally can be as steep as 40°; slopes steeper than 18° should not be developed for medium to high density housing. Sandy soil cover is anticipated to be limited to about 1-1.5m over most of the site (usually on the lower side), thinner on the steeper grades. Sandstone bedrock will become rapidly harder with depth. Excavation beyond about 2m may require mechanical means, particularly for confined trenches. Slightly clayey sand material quality should be reasonable (G8-G10), usable as general fill and possibly subgrade; more clayey soils are typically poorer quality (G10 or worse) and may be slightly active. The sands are moderately erodible on these grades and require protection from flowing water and strong winds.

The southern half of the site is expected to be underlain by Dwyka Group tillite bedrock and the associated silty clay residual soils; similarly, the northeastern boundary edge and far northwestern corner may also be underlain by tillite. Slopes are variable, between 3° and 10°steepening to 18° in places. The silty clays are less prone to erosion but will form gullies where subjected to concentrated flow. Soils are expected to be typically thin, probably <1m, overlying a highly fractured, soft bedrock. Tillite bedrock weathers erratically resulting in variably sized, hard rock boulders within softer rock or even soil. These boulders can be a challenge to excavate, particularly for confined trenches. The weathered materials may be slightly active with soil moisture fluctuations.

There are a number of SW-NE trending fault zones impacting the site. These may be preferential flow paths for groundwater (seepage) and the surrounds may be more deeply weathered (poorer founding conditions and material quality).

C4.3 TEST RESULTS

There are no specific test results.