



CLUSTER
Trading Services

UNIT
Water and Sanitation

DEPARTMENT
Water and Sanitation Engineering

PROCUREMENT DOCUMENT
INFRASTRUCTURE

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

Contract No: **30530-5W**

Contract Title: **SILVERGLEN SEWER REPLACEMENT, INSTALLATION OF PROTECTION WORKS AND ASSOCIATED WORKS (WARD 70)**

Est. CIDB Grade/ Class: **3 CE**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Rear of 303 Silverglen Drive, Chatsworth
On 07 October 2024 at 10:00AM**

Queries can be addressed to: **Mohamed Goolam**
Tel: **031 311 8377**
The Employer's Agent's: **Mohamed.goolam@durban.gov.za**
Representative: **Upload questions and answers raised at the site meeting on the 10 of October 2024.**

TENDER SUBMISSION

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

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

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

Closing Date/ Time: **Friday, 18 October 2024** **at 11h00am**

FOR OFFICIAL USE ONLY

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

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [Water and Sanitation Engineering](#)

Date of Issue: [27/09/2024](#)

Document Version 24/02/2023(c)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works of removal of all temporary works to the wash ways sections (underground and elevated sections) and carry out permanent works at Silverglen, Chatsworth. This project entails the relay of a new 450mm diameter HDuPVC and 450mm diameter HAC lined steel pipe, construction of manholes, and gabion protection works.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Water and Sanitation Engineering	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 3 CE (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Rear of 303 Silverglen Drive, Chatsworth On 07 October 2024 at 10:00AM	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: Mohamed Goolam Tel: 031 311 8377 Mohamed.goolam@durban.gov.za Upload questions and answers raised at the site meeting on the 10 of October 2024.	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: supplier.selfservice@durban.gov.za	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 18 October 2024 at or before 11h00am .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to	F.3.11

Clause F.3.11 of the Tender Data for the **Specific Goal(S)** for the awarding of Preference Points, and other related evaluation requirements.

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

PART T1: TENDERING PROCEDURES**T1.2: TENDER DATA****T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Water and Sanitation Engineering**

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

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 4) "SANS 1200 – Standardised Specification for Civil Engineering Construction" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

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

Mohamed Goolam

Tel: 031 311 8377

Mohamed.goolam@durban.gov.za

Upload questions and answers raised at the site meeting on the 10 of October 2024.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

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

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

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

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

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

The following are to be noted:

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

F.2.1.2 Eligibility: CIDB

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

Joint ventures are eligible to submit tenders provided that:

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

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

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

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

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

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

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

F.2.7 Clarification meeting:
Rear of 303 Silverglen Drive, Chatsworth
On 07 October 2024 at 10:00AM

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

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

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

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

- Contract No. : **30530-5W**
- Contract Title : **SILVERGLEN SEWER REPLACEMENT, INSTALLATION OF PROTECTION WORKS AND ASSOCIATED WORKS (WARD 70)**

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

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

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

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

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

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

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

- Date : **Friday, 18 October 2024**
- Time : **11h00am**

F.2.16 Tender offer validity: The Tender Offer validity period is **84 Days** from the closing date for submission of tenders.

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Compensation Commissioner

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

CIDB Registration

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

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: “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, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

Preference Points

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

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

Ownership Categories 100%	Criteria	80/20
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	8
	Greater or equal to 51% and less than 100%	16
	Equals 100%	20
Maximum Goal Points:		20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.5 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		40
Project Organogram and Experience of Key Staff	Contracts Manager	10
	Site agent	10
	Foremen	10
Preliminary Programme		10
Construction Methodology and Quality		20

Maximum possible score for Functionality (M_s) 100

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

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

to the following table:

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

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

Criteria	Returnable Schedules
1) Tenderer's Experience	• Experience of Tenderer
2) Experience of Key Staff	• Proposed Organisation and Staffing • Key Personnel • Experience of Key Personnel
3) Preliminary Programme	• Preliminary Programme
4) Construction Methodology	• 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 Part 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 is comparable to the Scope of Work in terms of technical requirements and operations that is in align with laying of gravity sewers, construction of manholes and gabion protection works;
- “**experience**” implies experience on projects of a similar nature;

.Criterion: Tenderer's Experience	
Level 0	No information provided / irrelevant information provided / no experience in gravity sewer reticulation / gravity sewer reticulation projects do not meet the full specified requirement in terms of length, diameter and year of completion
Level 1	To have successfully completed at least One (1) project (within the past fifteen (15) years in an existing developed/built-up urban area, which includes the construction of at least 150m of gravity trunk sewer, construction of elevated sewer and concrete/brick piers and gabion protection works alongside the stream with a diameter greater than or equal to 400mm. Certificate of completion from the respective Client/s must be attached.
Level 2	To have successfully completed at least Two (2) projects (within the past fifteen (15) years in existing developed/built-up urban area, which includes the construction of at least 150m of gravity trunk sewer, construction of elevated sewer and concrete/brick piers and gabion protection works alongside the stream with a diameter greater than or equal to 400mm. Certificate of completion from the respective Client/s must be attached.
Level 3	To have successfully completed at least Three (3) projects (within the past fifteen (15) years in existing developed/built-up urban area, which includes the construction of at least 150m of gravity trunk sewer, construction of elevated sewer and concrete/brick piers and gabion protection works alongside the stream with a diameter greater than or equal to 400mm. . Certificate of completion from the respective Client/s must be attached.
Level 4	To have successfully completed at least four (4) projects (within the past fifteen (15) years in existing developed/built-up urban area, which includes the construction of at least 150m of gravity trunk sewer, construction of elevated sewer and concrete/brick piers and gabion protection works alongside the stream with a diameter greater than or equal to 400mm. Certificate of completion from the respective Client/s must be attached.
Level 5	To have successfully completed at least five (5) projects (within the past fifteen (15) years in existing developed/built-up urban area, which includes the construction of at least 150m of gravity trunk sewer, construction of elevated sewer and concrete/brick piers and gabion protection works alongside the stream with a diameter greater than or equal to 400mm. Certificate of completion from the respective Client/s must be attached.

Criterion: Project Organogram and Experience of Key Staff “accredited degree / diploma” implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided. Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information provided. Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information OR Less than 2 year's experience in gravity sewer reticulation.
Level 1	Relevant accredited diploma / degree and minimum 1 year's experience in gravity sewer reticulation.	Relevant accredited diploma / degree and minimum 1 year's experience in gravity sewer reticulation.	Minimum 2 year's experience in gravity sewer reticulation.
Level 2	Relevant accredited diploma / degree and minimum 2 year's experience in gravity sewer reticulation.	Relevant accredited diploma / degree and minimum 2 year's experience in gravity sewer reticulation.	Minimum 3 year's experience in gravity sewer reticulation.
Level 3	Relevant accredited diploma / degree and minimum 4 year's experience in gravity sewer reticulation.	Relevant accredited diploma / degree and minimum 4 year's experience in gravity sewer reticulation.	Minimum 5 year's experience in gravity sewer reticulation.
Level 4	Relevant accredited diploma / degree and minimum 7 year's experience in gravity sewer reticulation.	Relevant accredited diploma / degree and minimum 7 year's experience in gravity sewer reticulation.	Minimum 8 year's experience in gravity sewer reticulation.
Level 5	Relevant accredited diploma / degree and minimum 9 year's experience in gravity sewer reticulation.	Relevant accredited diploma / degree and minimum 9 year's experience in gravity sewer reticulation.	Minimum 10 year's experience in gravity sewer reticulation.

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
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.
Level 3	Brief overview of the 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.
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
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.

PART T2: RETURNABLE DOCUMENTS**T2.1 LIST OF RETURNABLE DOCUMENTS****T2.1.1 General**

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

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

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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 [197](#) to [37](#).

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

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

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

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

Declaration by Tenderer

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:
(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).
- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

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.

Complete T2.1.2.1 Item 1.1

Complete T2.1.2.1 Item 1.2

Complete T2.1.2.1 Item 1.3

Complete T2.1.2.1 Item 1.4

Complete T2.1.2.1 Item 3.1 or 3.2

Complete T2.1.2.1 Item 3.3

Complete T2.1.2.1 Item 1.7

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

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

If yes, furnish particulars:

.....

Circle Applicable

YES

NO

YES

NO

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

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

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

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	20	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....
.....

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

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

- 4.2.1 If YES, provide particulars.

.....
.....

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

- 4.3.1 If YES, provide particulars.

.....
.....

Circle Applicable

YES

NO

YES

NO

YES

NO

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.9 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here **(NOT APPLICABLE)**.

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades:

Grade:

Back

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

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EXPERIENCE OF TENDERER

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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.

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.

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

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

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

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.20 PRELIMINARY PROGRAMME

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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:

T2.2.22 SCHEDULE OF PROPOSED SUBCONTRACTORS

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.23 PLANT and EQUIPMENT

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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: **30530-5W**

Contract Title: **SILVERGLEN SEWER REPLACEMENT, INSTALLATION OF PROTECTION WORKS
AND ASSOCIATED WORKS (WARD 70)**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :
:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

C1.2.2 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 20 **Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Water and Sanitation Engineering**

1.2.1.2 The address of the Employer is:
Physical: [Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001](#)
Postal: [Engineering Unit, P O Box 680, DURBAN, 4000](#)
Telephone: [031 311 8602](#)
E-Mail: bhavna.soni@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is Precious Mbhele Pr. Tech Eng

1.2.1.2 The address of the Employer' Agent is:
Physical: [Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001](#)
Postal: [Engineering Unit, P O Box 680, DURBAN, 4000](#)
Telephone: [031 311 8377](#)
E-Mail: Precious.Mbhele@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.

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

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

Note:

- i) "similar nature" implies projects that is comparable to the scope of works in terms of technical requirements and operations that is in align with laying of gravity sewers and construction of manholes.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

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

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)

5.3.2 The **time to submit the documentation** required before commencement with Works is **28 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."

5.8.1 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 2 800.00** (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

6.10.1.5 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 1 000 000.00.**
- Maximum first excess: **R 10 000.00.**

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 2 000 000.00**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Yes**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 10 000.00**

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 1 000 000.00**.
- Maximum first excess: **R 10 000.000**.

Insurance of Works

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

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

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

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

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

10.5.1 **Dispute resolution** shall be by standing adjudication.

10.5.3 The **number of members** of the Adjudication Board to be appointed: 3.

10.7.1 Failing standing 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:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 70**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

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

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	SANS 1200 A	SECTION 1: GENERAL				
1.1	8.3	<u>Fixed-Charge items</u>				
1.1.1	8.3.1	Contractual requirements	sum	1		
	8.3.2	Establishment of facilities onsite:				
	8.3.2.1	i) Facilities for engineer:				
1.1.2		a) Offices: 15m ² air conditioned furnished office	Sum	1		
1.1.3		a) Site notice board (1 No)	sum	1		
	8.3.2.2	ii) Facilities for contractor				
1.1.4		a) Offices and storage sheds	Sum	1		
1.1.5		b) Ablution and Latrine facilities	Sum	1		
1.1.6		f) Tools and equipment	Sum	1		
1.1.7		g) Water supplies, electric power and communications	Sum	1		
1.1.8		h) Dealing with water (see 5.5)	Sum	1		
1.1.9		i) Access (see 5.8)	Sum	1		
1.1.10		j) Plant	Sum	1		
1.1.11	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.12	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
1.1.13	8.4.4	Company and head office overhead costs	Sum	1		
1.1.14	AH 14.1	Compliance with Occupational Health and Safety Act and Construction Regulations.	sum	1		
1.1.15	AH 14.3	Submission of Health and Safety	sum	1		
1.1.16		Compliance with the environmental management plan	sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1.2	8.4	<u>Scheduled Time - Related Items</u>				
1.2.1	8.4.1	Contractual requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
1.2.2	8.4.2.1	i) Facilities for Engineer for duration of construction:	Sum	1		
1.2.3		a) Offices: 15m ² air conditioned furnished office	Sum	1		
1.2.4		b) Site notice board (1 No)	Sum	1		
	8.4.2.2	ii) Facilities for Contractor for duration of construction, except where otherwise stated:				
1.2.5		a) Offices and storage sheds	Sum	1		
1.2.6		b) Ablution and latrine facilities	Sum	1		
1.2.7		c) Water supplies, electric power and communications	Sum	1		
1.2.8		d) Dealing with water (Subclause 5.5)	Sum	1		
1.2.9		e) Access (Subclause 5.8)	Sum	1		
1.2.10	8.4.3	Supervision for duration of construction	Sum	1		
1.2.11	8.4.4	Company and head office overhead costs	Sum	1		
1.2.12	8.4.5	Other time-related obligations	Sum	1		
1.2.13	AH 14.2	Compliance with Occupational Health and Safety Act and Construction Regulations.	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1.2.14		All time related works to be done for compliance with Environmental Management Programme (EMPr) including all reports, meetings, approvals etc.	Sum	1		
1.2.15	PS.21	Provision of notices and temporary access to affected properties.	sum	1		
1.2.16	PS.26	Project photographs and description on back of photo (Digital and Hardcopy)	No.	50		
1.3	8.5	<u>Sums stated Provisionally by engineer</u>				
1.3.1		Allow for work to be undertaken by a nominated laboratory for additional check testing of materials as directed by the Engineer.	Prov Sum	1		10,000.00
1.3.2		Overheads, charges and profit on item 1.2	%	10,000.00		
1.3.3	PSA 8.5	Allow for Community liaison Officer	Prov Sum			75,000.00
1.3.4		Overreads, charges and profit on item 1.21 to include all additional costs for leave days, legal deduction and bonuses	%	75,000.00		
1.3.5	PS 36	Allow for Institutional and Social Development Consultant (ISD)	Prov Sum	1		200,000.00
1.3.6		Overreads, charges and profit on item 1.22 to include all additional costs for leave days, legal deduction and bonuses	%	200,000.00		
1.3.7		Provision for the appointment of an ECO for the duration fo contract	Prov Sum			200,000.00
1.3.8		Overreads, charges and profit on item 1.23 to include all additional costs for leave days, legal deduction and bonuses	%	200,000.00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.4	8.8	<u>Temporary Works</u>				
1.4.1	8.8.1	Main access road to works (Construct and maintain)	sum	1		
1.4.2	8.8.2	Accommodation of traffic (provision of temporary signage)	sum	1		
1.4.3	8.8.4	c) Excavate by hand in soft material to prove existing services	m ³	5		
1.4.4		d) Temporary protection, as required in terms of the project specification	sum	1		
1.5	8.8.5	Land Survey Act				
1.5.1	PSA 5.1.2	Protect beacons, etc., and reposition or re-establish, as ordered, the same by a Registered Land Surveyor on completion of the works	sum	1		
1.5.2		Setting out of works	sum	1		
1.5.3		Complete As-built Survey of works. Y,X & Z Co-ordinates to be supplied in digital format of all sewer manholes and pipe bends (cover levels and invert levels).	sum	1		
1.6		Miscellaneous				
1.6.1		Liason with property owners for access to properties and agreements on alignment or construction purposes, obtaining approval for plant removal and rehabilitation of the works in the properties etc.	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT		UNIT	QTY	RATE	AMOUNT R
2	SANS 1200 C	SECTION 2: SITE CLEARANCE				
2.1	8.2.1	Clear and Grub for pipelines	m ²	800		
2.2	8.2.2	Removal of tree roots in trench	m	2		
2.3	8.2.5	Removal of existing fences and posts, maintain and store on site and re-install to original state.	m	4.5		
2.4	8.2.8	Demolish and remove eixisting brick/concrete peirs (1.2m x 1.2m x 2m) and concrete footing (1.8m x 1.8m x 0.45m) (Provisional)	No.	3		
2.5	8.2.9	Transport materials and debris to unspecified sites and dump (Provisional)	m ³	20		
2.6	8.2.10	Remove topsoil to nominal depth of 150mm, stockpile and reinstate on completion of trenches (overall width 1m)	m	36		
2.7		Allow for dewatering of trenches. The rate shall include all equipment necessary to keep the trench dry during construction.	m	40		
2.8		Demolish of mass concrete	m ³	2		
2.9		Disposal of existing sewer pipes to unspecified dump site. (includes transportation and handling)	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	SANS 1200 DB	SECTION 3: EARTH WORKS (PIPE TRENCHES)				
3.1	8.3.2	Excavation				
	8.3.2(a)	Excavate by hand and mechanical equipment in soft material, select materials, backfill, compact to 90% MOD. AASHTO minimum density and dispose of surplus and unsuitable material. AASHTO and shoring of trench in terms of the Occupational Health and Safety Act. it is to be noted that only trenches with a depth below 1,5m in dry and safe areas may be excavated by hand.				
		For 450mm diameter pipes :				
3.1.1		<> from 0m to 1,5m deep	m	40		
		Extra-over items 3.1.1				
3.1.2	8.3.2(b) (1)	Excavation in intermediate material	m ³	10		
3.1.3	8.3.2(b) (2)	Excavation in hard rock, including drilling (no blasting permitted).	m ³	10		
3.1.4	D 3.1.2 (d)	Boulder excavation Class A	m ³	5		
3.1.5	D 3.1.2 (e)	Boulder excavation Class B	m ³	5		
3.1.6	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisional).	m ³	10		
3.2	8.3.6	<u>Finishing</u>				
3.2.1		Supply of engineering fill, backfill of 150mm of 4% cement stabilisation layers and compaction of 95% MOD AASTHO of G7 material.	m ³	280		
3.2.2		Planting of new sods, rate to include watering of grass sods to ensure they	m ²	280		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	SANS 1200 LB	SECTION 4: BEDDING				
4.1	8.2.1	Selected from trenches and/or other excavations including screening:				
4.1.1		a) Selected fill material	m ³	10		
4.2		Supply of bedding from commercial sources where ordered.				
4.2.1		Selected granular material	m ³	26		
4.2.2		Selected fill (Provisional)	m ³	10		
4.2.3		Dust free 19mm stones aggregate (Provisional)	m ³	10		
4.3		MISCELLANEOUS				
4.3.1		All river control measures and protection works required whilst working	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5	SANS 1200 D	SECTION5: SEWERS				
5.1		Pipes				
	8.2.1	Supply, lay, joint, bed and test sewer pipes. Rate to include all supporting structures for dealing with live sewer and the removal of the existing pipe lengths.				
5.1.1		<> 450mm dia. HDuPVC, (class 34)	m	40		
5.1.2		<> 450mm dia. HAC 20mm thick line Steel pipe, 3LPE Coated (continuous welded on site) Rate to include transporting, handling, positioning and concrete supported across stream onto piers.	m	40		
5.1.3		<> 450mm dia. HDPE (PN8) welded on site, B bead removal internally and positioned within steel sleeve.	m	40		RATE ONLY
5.1.4		<> 500mm dia. steel sleeve, 3LPE coated, seamless with a 4.5mm wall thickness pipe. Rate to include transporting, handling, positioning and concrete supported across stream onto piers.	m	40		RATE ONLY
5.1.5		<> 450mm dia. Ductile iron, HAC Lined pipe. Rate to include the supply, hauling and installation of pipe.	m	40		RATE ONLY
5.2	8.2.3	Manholes Precast Concrete Manholes (1000mm dia.) with light duty cover and frame, complete with Type 'A' benching, etc. as per standard details (Durban Corp Dwg No's 38 570 & 38 574). Rate shall include for excavation, shoring, backfilling, and compaction to 93% MOD AASHTO minimum density.				
5.2.1		<> from 0m to 1.49m to invert.	No.	4		
	8.2.11	Extra Over item 5.3 for allowing everything necessary to Break into and connect to existing line/ manhole for new connection, deal with live sewer flow and make good all benching.				
5.2.2		<> 450 mm diameter	No.	4		
5.2.3		Conduct manhole water test as described in Project Specification	Sum	1		
5.3		Supply and wrap of Denzo tape around 500mm dia. steel sleeve (Provisional)	m	30		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT		UNIT	QTY	RATE	AMOUNT R
6	SANS 1200 DK	SECTION 6: GABIONS AND PITCHING				
6.1	8.2.1	Surface preparation for bedding of gabions				
6.1.1	8.2.1 (a)	Cavities filled with approved excavated material or rock (provisional)	m ²	190		
6.1.2	8.2.1 (b)	Cavities filled with grade 15MPa concrete, 80mm blinding layer (provisional)	m ²	55		
6.1.3	8.2.2	Prepare works for gabion baskets and mattresses by shaping groundline to suit.	m ²	190		
6.1.4	8.2.4	Supply, cut , place, join, overlap and fasten of Geo fabric blankets (U24 or similar).	m ²	390		
6.1.5	8.2.2	install complete with: (150mm-225mm diameter rock placed) in gabion uPVC galvanized wired coated gabion baskets.				
6.1.6		Gabion Baskets (1m x 1m x 1m)	m ³	57		
6.1.7		Gabion Baskets (1m x 1m x 2m)	m ³	120		
6.1.8		install complete with: (150mm-225mm diameter rock placed) in gabion uPVC galvanized wired coated reno Mattress.	m ³	54		
TOTAL CARRIED FORWARD						

NO	PAYMENT		UNIT	QTY	RATE	AMOUNT R
7	SABS 1200 GA	SECTION 7: CONCRETE (SMALL WORKS)				
7.1		Excavation for column bases 1,8m x 1,8m x 0.5m to suitable founding and compact to 93% Mod AASHTO min Density (500mm working space on each side has been allowed for)	m ³	4		
		Extra over item 7.1 for :-				
7.1.1		Intermediate excavation.	m ³	4		
7.1.2		Hard rock excavation, no blasting allowed.	m ³	4		
7.1.3		Removal of unsuitable material and replace with 4% cement stabilized G5 material to Engineers instruction.	m ³	2		
7.2	8.2	Formwork				
		Supply and install all formwork and shuttering for the following:				
7.2.1	8.2.1	Rough vertical plane - foundations.	m ²	2		
7.2.2	8.2.3	Provide support and access such as scaffold for a working platform fro the removal of temporary pipe, diverting of flow and laying of new pipes across piers for a length of 30m.	Sum	1		
7.3	8.3	Reinforcement				
7.3.1	8.3.1	Supply, position and fix all reinforcement as per detailed drawings, for the following. Rate to including tying longitudinal pier rebar with R8 helix :				
7.3.2		a) High Tensile Steel	t	0.44		
7.3.3		b) Mild Steel (R8-Helix)	t	0.01		
7.3.4		c) Drill, install and grout of No.6 dowels into bedrock per pier, install and cementitious Non shrink grout as per design drawing	m	12		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT		UNIT	QTY	RATE	AMOUNT R
7.4	8.4	<u>Concrete</u>				
7.4.1	8.4.3	Supply and cast concrete for the following:				
7.4.2		a) Class 15MPa/19				
7.4.3	8.4.2	i) Blinding (80mm thick)	m ³	2		
7.4.4		b) Class 25MPa/26				
7.4.5		i) Foundations	m ³	4		
7.4.6		ii) Square Columns	m ³	7		
7.5		<u>Brickwork (Formwork)</u>				
7.5.1		Supply and construct of a double clay brick square column as per the design drawing	No.	2		
7.6		<u>Unformed Surface</u>				
7.6.1	8.4.4	Wooded floated finish	m ²	2		
7.7		<u>Modification of existing piers</u>				
7.7.1		Support, handling, break into existing pier for removal of pipe.	No.	4		
7.7.2		Support pipe, modification of existing pier with 20 Mpa concrete and double brick work around new steel sleeve, and complete existing pier as per the original state.	No.	3		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
8	SANS 1200	SECTION 8: DAYWORKS				
8.1		LABOUR				
8.1.1		Unskilled workers	hr	40		
8.1.2		Skilled workers (Artisans)	hr	20		
8.1.3		Operations and drivers (where measured separately)	hr	20		
8.1.4		Foreman	hr	40		
8.2		CONSTRUCTION PLANT				
8.2.1		4WD TLB	hr	40		
8.2.2		90 Compacting Roller	hr	20		
8.2.3		Wacker Trench Compactor	hr	40		
8.2.4		250 cfm Compressor plus 3	hr	16		
		Trucks:				
8.2.5		6m ³	hr	16		
8.2.6		Allow a provisional sum for any other materials required by the engineer	Prov. Sum			R10,000.00
8.2.7		% mark up on item 8.2.6	%	R10,000.00		
TOTAL CARRIED FORWARD						

SUMMARY OF SECTIONS						
SECTION		DESCRIPTION				AMOUNT R
1		PRELIMINARY & GENERAL				
2		SITE CLEARANCE				
3		EARTHWORKS (PIPE TRENCHES)				
4		BEDDING				
5		SEWERS				
6		GABIONS				
7		CONCRETE SMALL WORKS				
8		DAYWORKS				
		SUBTOTAL				
		Add 15% VAT				
		Total Carried Forward to Form of Offer				

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

Ethekwini Water & Sanitation is proposing to remove all temporary works to the wash ways sections (underground and elevated sections) and carry out permanent works at Silverglen, Chatsworth. This project entails the relay of a new 450mm diameter HDuPVC pipe and 450mm diameter HAC lined steel pipe, construction of manholes, and gabion protection works.

C3.1.1.1 Gravity Trunk Sewer (Underground Section)

A new 450mm diameter HDuPVC pipe will be laid alongside the Silverglen Stream for an approximate length of 40m. Gabion protection works to be erected alongside the new HDuPVC pipe for an approximately 43m as depicted on the design drawing.

C.3.1.2. River Crossing (Elevated Section)

This section entails the construction of square brick pier to support the 450mm diameter HAC lined Steel pipe across the Silverglen Stream. Gabion protection works to be erected alongside the existing property fence and piers as depicted on the design drawing.

C3.1.2 Scope of Work

The scope of work comprises the following:

- General site clearance
- Create and maintain access to site
- Accommodation of traffic
- Bush cutting and removal of trees
- Conventional and plant open trench excavation for sewer pipes and concrete bases (provide shoring for trench depths 1.5m and greater) within road reserves, and private properties
- Erect temporary fencing to enclose working area within private properties
- Expose, maintain and protect underground services
- Scan proposed pipeline route (with approved cable detecting devices)
- Provide protection to services that are visible and that are reflected on drawings (telephone pole; electricity cables; water meter)
- Prepare pipe bedding and lay, backfill and compact 450mm diameter HDuPVC sewer pipe
- Construction of 1200mm x 1200mm brick pier, align, secure pipe positioning of the 450mm diameter HAC lined steel pipe
- River Crossing and diverting of stream
- Construct new sewer manholes (Type A and B benching)
- Break into and connect to existing sewer manhole (at correct line and level) and make good all benching and deal with live sewage flow during construction.
- Construction of Gabion protection works
- Reinstatement works
- Such other work as may be deemed necessary by the engineer for the completion of the project

C3.1.3 Description of Site and Access

The location of the sewer reticulation is shown on the locality plan bound into this document (see section C4.1).

This project is situated off Silverglen Drive, Chatsworth which is on the south region of Durban CBD. The proposed pipeline will be located alongside the Silverglen Stream as well as crosses over via brick piers.

Due to the fact that the terrain in certain parts of the zoned public open area is steep and that a portion of the sewer line is in the private property, this will make it not be accessible for machinery therefore it will be necessary to undertake excavation works with open trench conventional method.

The Contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents / deliveries to vehicular access tracks and rights of way. The Council and the property owners shall be indemnified against any damages or claims arising from the use of any tracks and rights of way by the contractor or his agents / deliveries.

The contractor must make himself/herself aware of the EMPr attached within the contract document and adhere. Pollution will be forbidden and contractor needs to take precaution when working in private properties, public open space and near the stream.

The Contractor must make allowance in his rates for all necessary bridging of excavations in order to permit uninterrupted access at all times.

The Contractor shall take cognisance of the aforementioned items concerning roads and tracks and allow for any costs in his tender under the relevant sections in the Schedule of Quantities.

C3.1.4 Nature of Ground and Subsoil Conditions

A Geotechnical investigation was not carried out for this project. The contractor will have to visit the site and make himself/herself acquainted with the site conditions.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

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

PS.2 SERVICES

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

PS.2.1 Existing Services

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

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

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

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

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

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be 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.2.2.1 Proving Electrical Services

2.2.1.1 Where electrical cables are known to exist in the vicinity of the proposed works and have been indicated on the drawings, the following procedures must be adhered to:-

The area must be scanned, using approved cable locating devices, to confirm the horizontal position and vertical depth of the cables. The following depths may be used as a guideline:-

Class of Cable:	Average Depth (mm):
Low Voltage / Fibre Optic	500
Medium Voltage	800
High Voltage	1 200

- An adequate number of pilot trenches must be excavated to expose the exact position of the electrical cables. Only hand excavation will be permitted to prevent electrocution/injury and damage to the cables.
- Once the exact positions of the cables have been established the TLB can be used to excavate, at a safe working distance, away from the cables.
- If a 300mm wide orange danger tape (reading "Danger: eThekweni Electricity High Voltage Cables") and/or concrete slabs (with the letters "ED") are exposed, this is an indication of the presence of high voltage (HV) cables below. Work must be stopped immediately and the HV Control Room must be contacted on 031-311 9447.

- d) The HV Control Room will dispatch either the HV Cables Inspector (during normal working hours) or the HV Cables Standby Superintendent (after normal working hours) to provide assistance on site. He/she will ensure that the cable is not damaged, proper soil is reinstated, the cable is free from any sharp objects, slabs are correctly repositioned and new danger tape is applied.
- e) If low/medium voltage (LV/MV) cables are uncovered (i.e. no concrete slabs found above the cables), the Contractor must contact the LV/MV Control Room on 031-311 9176 (available from 6:00am to 10:00pm) prior to any backfilling activities.
The LV/MV Operations Department will dispatch an Inspector or Superintendent to check for any damage to the cables before permitting backfilling of the trench.
- f) For 24 hour assistance the following numbers may be used:-
Central and Central Western: 031-311 9377
Northern and Northern Western: 031-311 9375
Southern and Southern western: 031-311 9622

2.2.1.2 If there are no records of the presence of electrical cables, the area to be excavated must still be scanned using approved cable locating devices, to confirm that no cables are present.

Only if there are no cables can a TLB or other mechanical tools/equipment be used for excavation

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**

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

PS.4 SEWERS**PS.4.1 Blockage of Foul Water Sewers**

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

PS.5 STORMWATER**PS.5.1 Blockage Stormwater Sewers**

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

PS.6 ELECTRICAL PLANT**PS.6.1 General**

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by 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 eThekweni Electricity and it is stressed that the **two** week period referred to in Clause PS.2 is the minimum period required to enable eThekweni Electricity to be on site timeously.

PS.6.4 Relocation of Existing Services

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

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

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

PS.8 CCTV PLANT

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

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

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the 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 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.11.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however, require further attention as described hereafter.

PS.11.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate, independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.11.3 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water will not be considered.

The possibility of flooding shall be borne in mind by the Contractor when drawing up his tender and he shall effect relevant insurance as the Council will accept no responsibility whatsoever for any loss or damage from such flooding, including any loss or damage to the temporary or the permanent works.

PS.11.4 Disposal of Spoil or Surplus Material *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material (demolished concrete) in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS.11.5 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

PS.11.5.1 Process control

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

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

PS.11.5.2 Acceptance control

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

PS.11.6 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS.11.7 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

PS.12 SITE FACILITIES AVAILABLE

PS.12.1 Contractor's camp site and depot (Read with SANS 1921 - 1 : 2004 clause 4.14)

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp.

(a) Contractor's camp site/store yard

The Contractor shall make his own arrangements for a depot site, for the establishment of his offices, workshops, stores, sheds and all other facilities required by the Contractor for the execution of the works under this contract. The Contractor shall provide on the depot site all associated facilities required for the adequate supervision, control and execution of the works.

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The area occupied shall be neatly fenced off to denote its limit. The Contractor shall be responsible for the proper upkeep and control and security of the area for the duration of the Contract and all structures and buildings shall be kept in good repair.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200 A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

(b) Notice Board

The typical notice board layout is given in Section C4.4. The following requirements shall apply with regards to the notice board:

(i) The wording in the space for "Project Title" shall be: **DESCRIPTION OF CONTRACT**

(ii) The words to follow "Designed" shall be:

**ETHEKWINI WATER AND SANITATION
WASTEWATER DESIGN BRANCH**

(iii) The notice board shall be of sufficient size to accommodate the eThekwini Municipality Logo.

PS.12.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS.12.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

(a) Water for Works

The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.

(b) Power supply for works

The power supply authority is eThekwini Electricity Services Unit. The contractor will be responsible for arranging for whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

PS.13 SITE FACILITIES REQUIRED

PS.13.1 Facilities for the Engineer

The rate tendered by the Contractor shall be deemed to include for providing and maintaining a single office (one room) with a floor area of at least 13m²/28m² and a ceiling height of at least 2.3m. The office shall be lockable and waterproof. Ablution facilities for the sole use of the Engineer and his site staff shall also be provided. The office furnishings shall include:

- a) One standard office table or desk.
- b) Three chairs.
- c) Meeting facilities with a table and chairs to seat at least 10 people (for the purpose of monthly site meetings).
- d) Acceptable lighting.
- e) A connection for electricity.
- f) Airconditioning.

PS.14 DRAWINGS

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete the "as-built" drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

PS.15 DRAWINGS AND SPECIFICATIONS TO BE PROVIDED

The Contractor shall be entitled to receive free of charge, the following:-

- (a) THREE (3) paper copies of each drawing; and
- (b) ONE (1) paper copy of the signed Contract Document.

PS.16 CONTRACTOR'S PLANT

The Engineer shall have the right to order the immediate removal, from the site, of any plant which he may deem to be unsatisfactory for the proper execution of the work. The Contractor shall obtain without delay satisfactory plant to replace that removed. Any costs arising out of the removal and subsequent replacement of plant shall be to the Contractor's account.

PS.17 BARRICADING OF EXCAVATIONS

All excavations in road reserves and in any other areas in close proximity to pedestrian and vehicular traffic are to be barricaded to the satisfaction of the Engineer. All costs arising from these requirements are to be included in the tendered rates.

PS.18 LENGTH OF TRENCHES

No trenches may be left open over the Builder's break. The cost of backfilling any trenches before the shut down and re-opening thereof after the shut down period shall be for the Contractor's account.

Unless otherwise permitted in writing by the Engineer, no more than **100m** of trench shall be opened in advance of pipe laying operations.

PS.19 TEMPORARY WORK

The Contractor shall carry out such temporary work, including the necessary access and construction roads, shoring of trenches and excavations, scaffolding and diversion chambers etc. as he may require to enable the permanent work to be constructed. He shall allow for the cost of all temporary works, including their removal, in his rates.

PS.20 TESTING

The Engineer will require the following testing to be applied to all pipelines laid under this Contract:-

- a) Air Testing
- b) Low-Pressure Testing
- c) Mirror Testing

The Contractor shall allow in his general pipe laying rates for all inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer.

PS.21 ACCESS TO PRIVATE PROPERTY

The Contractor shall give written notice to the owner of each property crossed by the sewer, of construction work to be undertaken on the property at least 7 days prior to commencement of work on the property.

The Contractor shall keep the occupants of affected properties advised at all times prior to disrupting access to, or egress from their properties.

Vehicular and pedestrian access may not be denied to occupants of affected properties unless prior approval has been obtained in writing from the occupants concerned and the Engineer.

The Contractor must make allowance in his rates for all necessary bridging of excavations in order to permit uninterrupted access at all times.

PS.22 TRENCHING IN PRIVATE PROPERTY

Trenching in private property shall be carried out manually. Trenching by mechanical means will only be allowed with the written permission from the land owner and the Engineer.

PS.23 MID-PROPERTY SURFACE OBSTRUCTIONS

In addition to the clearing of vegetation and paved areas in private properties, work within the properties will include excavation in close proximity to buildings, fences and electric light poles. In some cases walls or fences might even cross the line of excavation.

The Contractor shall take every precaution and exercise due care by propping or dismantling the fences or structure and/or by shoring the excavation to ensure that the works do not cause any damage to the structures or property improvements. Where walls or fences cross the line of the trench, the excavation shall generally be carried out in heading in order to avoid disturbing them.

Where an obstruction is encountered such that it is not possible to excavate underneath it in heading and this condition is agreed with the Engineer before commencing excavation, the Contractor shall carefully demolish or remove the obstruction and stockpile.

PS.24 WORK IN A RESTRICTED / CONFINED AREA

Due to the presence of structures and certain underground and overhead services which exist on the site, the Contractor may experience difficulty in working in a confined or restricted space. Tenderers are to take cognisance of this fact and allow for the difficulty of working in a restricted space in the rates. No additional payment will be made for this requirement.

PS.25 WORKING HOURS

The Contractor is referred to the requirements of Clause 5.8 of the General Conditions of Contract. Work shall only be carried out within the normal working hours as defined in that clause (i.e. 07h00 to 17h00 on Monday to Fridays). No work shall be permitted to be carried out on any weekends or public holidays, which shall include public holidays not considered as paid holidays for the Civil Engineering Industry unless authorised by the Engineer.

PS.26 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 included in the rates of the Bill of Quantities.

PS.27 FINISHING / TIDYING AND SITE MAINTENANCE

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the contract. The works will not be certified as practically complete until the whole of the works, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

PS.28 CERTIFICATE FROM PROPERTY OWNERS ON COMPLETION OF WORK

After completion of all construction work across any property, the Contractor shall obtain from the owner of such property, a signed certificate addressed to the Contractor confirming that the property has been reinstated to the owner's satisfaction.

PS.29 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer, unless otherwise specified in the Project Specifications.

PS.30 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of Clause 52 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least two sets of A4-sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

PS.31 DEFECTS LIABILITY PERIOD (MAINTENANCE PERIOD)

The defects liability period shall be 12 months and shall be calculated from the date of completion of the works as certified by the Engineer. It is noted that only one date shall be certified for the completion of the works.

Once the works have been handed over to the eThekweni Municipality, any repairs to the works deemed necessary will generally be undertaken by the Municipality. Should such repairs be found to be the result of poor workmanship by the Contractor, then the cost of the repairs will be invoiced to the Contractor.

Where any repairs to the works will not affect consumers, the Engineer may decide to instruct the Contractor to effect such repairs, in which case the repairs must be completed within the period specified by the Engineer.

PS.32 CONNECTION TO EXISTING SEWERS

Manhole to be constructed over existing sewer pipe with benching, walls, pipework, and channel taking into account the transition of the existing and new sewer pipes. The new sewer pipe shall be built in at the correct line and level with the channel and benching constructed in accordance with the standard drawings - all as directed by the Engineer.

The rate is to include for the supply of labour, equipment and materials required for the excavation to expose the existing sewers, breaking of the existing sewer pipe, any modification to the benching, setting the new pipe to the correct level, constructing new manhole as per standard drawings, dealing with live sewer and the disposal of all unsuitable or surplus material. Cost to cover dealing with live sewer to eliminate surcharge of sewerage with the properties.

PS.33 UPLIFTING GRASS SODS AND RELAYING

Neatly mark out the area where sods are to be uplifted and wet the area to facilitate lifting of sods. Using spades or a grass kicker, cut out sods over the width of the trench, in neat sections, complete with roots, and place clear of excavation in preparation for replanting after trench has been backfilled. Sodds are to be watered regularly whilst being stockpiled to prevent them from drying out.

After the trench has been backfilled, replace the topsoil and apply a fertilizer and compost mixture [premixed at a rate of 1m³ of compost with 20kg of 2:3:2 (22)] at a rate of ½ kg to every metre of trench.

Replace stockpiled grass sods, tamp down and water regularly until re-established.

Should the stored sods be damaged in their removal or become non-viable due to lack of watering, the contractor will be required to replace these with instant lawn.

PS.34 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide municipal services is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see CI. 53 of the SCM Policy).

Performance monitoring will be in line with the SMART principle as laid out in eThekweni Municipality's Organisational Performance Framework (Specific, Measureable, Achievable, Realistic and Time-framed).

The performance of Contractors will be summarised in reports on a monthly basis via Performance Assessment Reports.

The table below indicates the provisional KPIs that will be applicable to this contract and an example of how the scoring will be applied. The criteria will be reviewed and finalised prior to commencement of construction. The Engineer will discuss the applicable KPIs with the contractor and this will be minuted.

Any changes to the performance criteria thereafter must be agreed to by the Municipality and Service Provider and such changes must be signed by both parties and attached to the contract document.

KPI		Scoring (%)
No.	Description	Month 1
1	Progress of Construction Works is consistent with approved Construction Programme.	95%
2	Works are being carried out to specification.	75%
3	Health and Safety Standards are being monitored adequately (i.e. monthly meetings being held and relevant registers being completed) and maintained on site.	95%
4	Conformance to Instructions issued.	65%
5	Addressing of Labour concerns.	80%
6	Breach of Site Security.	95%
7	Compliance with Environmental Requirements (i.e. monthly/bi-monthly meetings being held and EMPr being adhered to).	90%
Average Total Score		85

KPIs will be regularly evaluated and scored by the Employer and Engineer. The Service Provider must score at least **70 points** indicating that his performance is above average. Where continuously low scoring is observed the necessary measures must be taken in order to improve the performance of the Service Provider.

PS.35 SITE PHOTOGRAPHS

Site photographs showing before and after completion of works should be provided. No construction to be carried out before the photographs of the section are taken and verified by COW. All photographs to show a black board with a description on the back of the photo for verification purposes.

PS.36 INSTITUTIONAL AND SOCIAL DEVELOPMENT CONSULTANT (ISD)

The contractor is required to compile and advertise, open tender, of a minor contract document. The tender process of 14 days shall be adhered thereafter, following the adjudication and appointment of tenderer within the 28 day period of submitting all returnable documentations.

The purpose is to solicit a service provider (ISD) task to enhance the relationship amongst all stakeholders with the view to promote community relationship with the related project.

TERMS OF REFERENCE

The Service Provider will be expected to have a basic understanding of project management from the strategic point of view. S/he will be expected to undertake the following functions in the project:

- (a) Undertake a rapid mapping of all stakeholders relevant to guiding and supporting the project with regards to implementation of the project.
- (b) Develop and maintain a database of stakeholders. Identify and engage all stakeholders that are interested and affected by the project such as civil society organization, business

chambers, business associations as well as other government departments such as the Transport Authorises, Department of Water and Sanitation, Department of health, Department of Education, Human Settlement Department and others.

- (c) Establish Project Steering Committee (stakeholder engagement forums), capacitate them, develop, and maintain a jointly owned commitment register.
- (d) Stay in control and manage third party engagements in the project, e.g contractors supporting institutions, interest groups etc. and track changes in the quality of stakeholder relationships.
- (e) Develop a project specific stakeholder consultation strategy as part of project cycle management plan.
- (f) Develop a stakeholder communication strategy for the project s/he is attached to.
- (g) Support technical team to gain access to communities and privately owned properties where bulk of sewer lines cut through multiple communities properties.
- (h) Ensure that political and social dynamics in the project are dealt with in a healthy manner and that the Client get information timeously.
- (i) Mainstream national development priorities, mainly enterprise development and skills development into the project. In other words, co-ordinate support for the local emerging contractors and service providers to participate/benefit from the project.
- (j) Prepare and schedule PSC meeting to get stakeholder engagement reports.
- (k) Such other works that may be deemed necessary by the Engineer for the completion of the project.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue
A	GENERAL	
AB	ENGINEER'S OFFICE	
C	SITE CLEARANCE	
DB	EARTHWORKS (PIPE TRENCHES)	
DK	GABION AND PITCHING	
DM	EARTHWORKS (ROADS,SUBGRADE)	
GA	CONCRETE (SMALL WORKS)	
LB	BEDDING (PIPES)	
LD	SEWERS	
M	ROADS (GENERAL)	
MK	KERBING AND CHANNELING	

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS A	General
PS C	Site Clearance
PS DB	Earthworks (Pipe Trenches)
PS LB	Bedding (Pipes)
PS LD	Sewers

PSA GENERAL

PSA-3 MATERIALS

PSA-3.1 Quality

Add the following to this clause:

Where there is a standardisation mark programmed for any material, all such material supplied shall bear the official standardisation mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA-3.3 Add the following new Sub-Clause:

Ordering of Material

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk, and the Employer accepts no liability whatever in respect of materials ordered the Contractor on the basis of Tender Documents.

PSA-4. PLANT

PSA-4.2 Contractor's Offices, Stores and Services

Add the following to this clause;

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

No personnel will be allowed to reside on the Site. The Contractor shall be responsible for the security of his construction camp and of the construction Site, at his own cost. Only night-watchmen may be on the Site after hours.

PSA-4.2.1 Site Diary

A site diary, in triplicate format, which will be supplied by the Contractor, must be filled in on a daily basis and submitted to the Engineer on a weekly basis. No claims will be considered without the site diary's schedules properly completed (on a daily basis) and submitted."

PSA-5. CONSTRUCTION

PSA-5.1 Survey

PSA-5.1.1 Setting out of the Works

Add the following to this clause;

"The Contractor shall check all reference pegs, bench marks and line pegs well before he intends constructing any portion of the Works. Should any peg have been disturbed or any discrepancy in the positions or levels be discovered, the Engineer shall be informed as soon as possible in writing, but in any event at least 7 days before such construction is due to start. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct."

PSA-5.1.2 Preservations and Replacement of Beacons and Pegs Subject to the Land Survey Act

Delete the first sentence in the 2nd paragraph, "Before the commencement of construction.....compile a list of such pegs that are apparently in their correct positions.", and replace with the following;

"Before commencing work on the site the Contractor shall locate and mark all survey beacons within and on the perimeter of the site. The marking shall consist of a cairn of stones painted white and iron standard to the approval of the Engineer protruding at least one metre above the ground. Should any beacon be found to be missing or disturbed during the initial search, the Engineer must be informed in writing immediately. The Engineer will immediately arrange for the beacon to be re-established by a registered Land Surveyor at no expense to the Contractor. Should any beacon be disturbed or destroyed during the contract for whatever reason, it will be replaced by a registered Land Surveyor at the Client's expense under item 1.31 in the BILL. Allowance must be made by the Contractor for beacons which may be unavoidably disturbed during the contract."

PSA-5.1.3 Add the following new Subclause:

As-Built Data

The Contractor shall submit the following "As-Built" data to the Engineer's Representative to enable the Engineer's Representative to complete the required record drawings before a Certificate of Practical Completion will be issued: -

(a) y, x and z co-ordinates of all sewer manholes and bend points of rising main.

(b) cover and invert levels of all sewer manholes and invert levels of bend points of rising main.

The Contractor is required to tabulate this information in an electronic format that can be accessed on Microsoft Excell 2013. Certificate of Completion will only be issued by the Engineer once all the abovementioned as-built information has been provided to his satisfaction.

PSA-5.2 Watching, Barricading, Lighting and Traffic Crossings

Add the following to this clause;

Temporary Traffic Signs

The Contractor shall provide, erect and maintain on the site and at such positions on the approaches to the site all traffic signs necessary for the direction and control of traffic.

The details of all such signs, which shall conform to the current Road Traffic Ordinance and the departmental publication entitled "Safety in Road Construction", must be approved by the Engineer before erection.

The signs shall be reflectorised or adequately illuminated at night in a manner approved by the Engineer and kept clean and legible at all times. The Contractor shall reposition, cover or remove signs as required during the progress of the works.

PSA-5.4 Protection of Overhead and Underground Services

Replace with the following:

The Contractor is reminded of his obligations in terms of Clause 31 (1) of the Conditions of Contract and Special Conditions of Contract to prove the actual position of all services on site before any work commences in the vicinity of the services. The Contractor is further required to measure accurately the chainage and level at which these services occur and to report this information to the Engineer for comparison with the contract drawings prior to work commencing in the vicinity of the services.

The drawings illustrate the positions of services as accurately as has been possible to ascertain from existing records. However, it is possible that there are services existing which are not reflected on the Contract drawings which might have an effect on the works. Therefore, the Contractor must take cognisance of the above possibility and provide sufficient flexibility within his programme of works to accommodate any alterations that might be necessary.

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 adjustments, without the prior consent of the Engineer.

Buried electrical and telephone cables shall be exposed using hand tools initially before allowing the uncontrolled use of picks and other implements, or before using machines to excavate. Supporting or diverting cables must be done by, or in consultation with, officials of the Electricity Service Unit, Eskom or Telkom respectively.

When cables are not in the positions shown on the drawings and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official from the appropriate authority during office hours.

Existing services including water mains, sewer pipes, stormwater pipes and drains, electricity and telephone lines, cables, poles and conduits shall be protected, supported, maintained in service and restored to the condition in which found by the Contractor at his expense, or where necessary by the appropriate authority at the Contractor's expense.

Provided that where it is necessary to relocate such existing services, such relocation shall be arranged by and carried out at the Employer's expense.

PSA-5.7 SAFETY

Add the following to this clause;

"The Contractor will refer to the OHSA 1993 Safety Specification. In addition the Contractor shall provide security watchmen and all measures necessary to secure the works for the contract as he deems fit. The cost thereof will be deemed to be included in the relevant rates tendered. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team."

PSA-5.8 Ground and Access to Works

Add the following to this clause;

"Where necessary the contractor will make provision for temporary gates, ramps and roads to obtain access to the site. Where it involves these activities, the Contractor will obtain the necessary approvals from the land owners to do so.

On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

PSA-5.9 Add the following new Subclause:
Accomodation of Traffic

"Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accomodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Sepcification PS.1.3.

PSA-5.10 Add the following new Subclause:

Daywork

Dayworks is to be understood to be work and/or material, the provision of which cannot, in terms of the contract be measured in the normal items of the Schedule of Quantities and has to be measured in terms of time and cost.

Payment for work on a daywork basis will only be made if:-

- a) It is agreed by the Engineer to be outside the specified scope of a measured item in the Contract.
- b) It is carried out in response to a written instruction by the Engineer.
- c) The records of plant, labour and material are submitted daily for the consideration of the Engineer and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the scheduled services are available, including the use of small tools, maintenance and repair of all equipment together with overheads and profits.

PSA-8. MEASUREMENT AND PAYMENT

PSA-8.5 Sums Stated Provisionally by The Engineer

Add the following to this clause:

Provisional Sums have been included in the Bill of Quantities for works that may be undertaken during construction. The engineer will specify the works package and a rate will be requested from the Contractor. The rates offered during construction shall also be inclusive of all tasks associated with the completion of the works. The Engineer and Employer reserves the right to reject rates that are deemed to be unreasonable. The Contractor will then be required to re-price such items until the Engiener and Employer are satisfied.

PSC SITE CLEARANCE

PSC-3. MATERIALS

PSC-3.1 Disposal of Material

Add the following to this clause;

Material obtained from clearing must be disposed off site by the Contractor at his expense. The Contractor will be held responsible for observing by-laws and regulations of the relevant local authority and for any injury to persons and damage to property caused by any fire starting on site, in his camp, or a fire started for any reason by his employees, regardless of whether such injury or damage is the direct or indirect result of such fire. The Contractor shall indemnify the Employer against all claims or damages arising from this source. Burning of combustible material shall

not be allowed.

PSC-5. CONSTRUCTION

PSC-5.2.3.2 Individual Trees

Delete the second sentence of the Sub-Clause and substitute the following:-

The amount of the penalty payable by the Contractor for the removal or damage by him of a tree designated for preservation shall be R500 for each tree having a girth of less than 1000mm and R1 000 for each tree having a girth of 1000mm or more, notwithstanding any penalties imposed by the Environmental Authorities for damage to protected trees in terms of the Act.

PSC-5.3 Clearing

PSC-5.3.1 Add the following new Sub-Clause:

Where the pipeline route crosses an existing fence, a section of fencing not exceeding 5.0m in length may be removed temporarily during construction and thereafter reinstated to a condition not worse than the original as soon as the pipeline has been installed and backfilled in the immediate vicinity of the crossing. For the period while the existing fence is dismantled, the Contractor shall erect, at the end of each day's operations, a temporary fence to close the gap in the existing fence.

PSC-5.6 Conservation of Topsoil

Add the following to this clause;

All topsoil shall be conserved for later use by stockpiling clear of the working area.

PSDB-8 MEASUREMENT AND PAYMENT

PSC-8.2 Scheduled Items

PSC-8.2.11 Add the following new sub-clause:

Fences

Separate payment will be made for dealing with fences in the manner specified in PSC 5.3.1 above as scheduled.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB-3 MATERIALS

PSDB-3.1 Classes of Excavation

Replace with the following:

For the purpose of measurement and payment excavated material will be classified under two headings:-

Soft

This shall be material that can be efficiently removed or loaded, without prior ripping by heavy plant, and without the use of explosives or systematic drilling, wedging or splitting.

Hard

This shall be material that cannot be efficiently removed by heavy plant and can only be removed after balsting and in the case of restricted excavation - using systematic drilling.

The engineer's decision as to the classification of the excavated material shall be final.

PSDB-3.5 BACKFILL MATERIALS

Add the following sub-clauses:

c) The Contractor shall take positive steps to avoid burying or contaminating material which would be suitable for use as backfill as described in a) and b)".

d) Where scheduled in the Schedule of Quantities, or directed by the Engineer, stabilized backfill material shall be stabilized with 4% cement by mass, and the backfill material shall not have a PI exceeding 10."

PSDB-5 CONSTRUCTION

PSDB-5.1 Precautions

PSDB-5.1.5 Add the following new sub-clause:

Trench Excavations

"The precautions for excavations as specified in Clause 5.1.1 of SANS 1200 D, 1200 DA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question."

PSDB-5.3 Site Clearance

Add the following to this clause:

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

Where pipes are to be laid the Contractor will be allowed to clear a strip of 2.0m wide along the centre-line of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth of 250mm or a height of 2.5m within this strip, shall be protected and may only be trimmed or removed after a written order by the Engineer."

PSDB-5.4 Excavation

Add the following to this clause:

Excavation for manholes and chambers shall be taken out simultaneously with the trench excavations to the net plan dimensions of the structure.

In no case shall the Contractor excavate more than 200 m ahead of the pipe laying gang. The requirements of this clause may be relaxed as far as any road crossing are concerned, at the discretion of the Engineer.

The contractor will be held responsible for all costs arising from the need to place imported fill, stabilized fill or mass concrete in the bottom of the trench excavation as a result of over excavation of the pipe trench.

Where the trench excavation crosses surfaced roads (including concrete and premix surfaced roads), the Contractor shall be responsible for saw-cutting through the existing surfacing on both sides of the centreline of the pipeline, removing the cut surfacing to spoil, and neatly excavating the material between the two grooves. The cost of this work, where not scheduled separately, shall be deemed to be included in the rates for excavation.

PSDB-5.5 Trench Bottom

Delete the following:

".... in the manner directed" and insert ".... in areas to be arranged by the Contractor acceptable to the Engineer".

Add the following:

When the trench bottom is unsuitable due to waterlogged conditions, at the instruction of the Engineer, the Contractor shall excavate and lay a 200mm layer of 19mm crushed stone mat wrapped in geofabric (bitem) with a 300mm overlap.

Where the bottom of the trench has been loosened during excavation, it shall be compacted to 90% ModAASHTO density prior to pipelaying and bedding. Where the bottom of the trench has been excavated to a depth greater than that specified or ordered, the Contractor shall at his own expense replace the excess material so removed with fine granular material compacted to 90% Mod AASHTO density or with 10Mpa concrete, as directed by the Engineer.

PSDB-5.6 Backfilling

PSDB-5.6.1 General

Add the following to this clause;

After the pipes have been laid, no backfilling shall be undertaken until the pipes have been inspected and approved by the Engineer. The Contractor may use his discretion as to whether to backfill around joints before the pipeline is hydraulically tested and should he decide to backfill the joints he will be responsible for the locating of any leaks and no extra payment will be made for any re-excavation and subsequent reinstatement.

PSDB-5.6.2 Materials for Backfilling

Add the following to this clause;

The Contractor is to indicate to the Engineer if unsuitable material for backfilling is encountered.

Imported material for backfilling shall be obtained from designated areas or commercial sources and paid for as specified in SABS 1200 DB Clause 8.3.3.1 on written instruction from the Engineer."

PSDB-5.6.4 Disposal of Intermediate and Hard Rock Material

Add the following to this clause;

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer.

PSDB-5.6.8 Transport for Earthworks for Trenches

Add the following to this clause;

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the bill of quantities. No overhaul will be payable on this contract.

PSDB-7 TESTING

PSDB-7.1 Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all quality control tests regardless of whether the tests indicate acceptable compaction or not.

The following are the minimum frequencies for the process control tests to be executed by the Contractor at his own expense:

- Pipe bedding: one density test on each of the following layers for every 25m of pipe trench:-
 - a) Above the first 100mm layer
 - b) 100mm above crown level of pipe
 - c) 300mm above crown level of pipe
- Normal trench backfilling: one density test on every 300mm layer for every 25 m of pipe trench.
- Backfilling in areas subject to vehicle loads: one test on each 150mm layer for each road crossing.

The positions of this minimum number of density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

The Engineer could order additional tests, over and above the minimum tests. Payment for these tests will be made under payment item 1.15 if the tests indicate that the density is as specified. If any tests fail, the cost of such tests shall be for the account of the Contractor.

PSDB-8 MEASUREMENT AND PAYMENT

PSDB-8.1 Basic Principles

Add the following to this clause;

Disposal of surplus and/or unsuitable material will be as specified in DB-5.6.3 and DB-5.6.4. No additional payment other than the tendered scheduled rates will be made for such disposal of material.

PSDB-8.3 Scheduled Items

PSDB-8.3.2 (b) (1) Delete this sub-item.

PSDB-8.3.3 Excavation Ancillaries

PSDB-8.3.3.3 Compaction in Road Reserves

Add the following to this clause;

Compaction in road reserves and under segmented paving (where applicable) must be to 93% Mod AASHTO minimum density. The measurable quantity will be m³ and the rate shall include all layer materials and different compaction densities.

PSDB-8.3.3.4 Overhaul

Delete this Clause and item as well as all references to restricted free-haul as overhaul is not applicable to this Contract.

PSDB-8.3.4 Particular Items

PSDB-8.3.4(a) Shore trench opposite structure or service

Add the following to this clause;

Where trenches are excavated in close proximity to structures, these lengths of trench must be adequately supported to prevent any damage to the structures. The Contractor will be held responsible for any damage to the structures resulting from subsidence of foundations or related causes which may be attributed to his negligence.

It must also be noted that sites with poorly consolidated embankments will require shoring in the trenches."

PSDB-8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

Add the following to this clause;

The contractor must allow for all necessary liaison with the relevant authorities and any delay that may be incurred to work resulting therefrom in rates tendered.

PSDB-8.3.8 Add the following new sub-clause:

Supply, mix and place soilcrete with 4% ordinary Portland cement with approved gravel in road crossings where instructed by the EngineerUnit: m³

The soilcrete will be measured net by volume to the specified width and depth. The rate shall cover the cost of formwork and the soilcrete. The soilcrete will be mixed with a mechanical concrete mixer.

Typically the volume of cement required will be as follows:

Density of soil x percentage required
= 1890kg/m³ x 4%
= 76kg of cement per cubic metre of soil

PSLB BEDDING (PIPES)

PSLB-3 MATERIALS

PSLB-3.1 Selected Granular Material

Add the following to this clause;

Alternatively, a clean coarse river sand may be used.

PSLB-3.2 Selected Fill Material

Add the following to this clause;
The Contractor must allow in his rates for the provision of selected fill material from trenches for screening prior to placing in trenches in order to remove unacceptable material.
Screened material must be to the Engineer's Approval.

PSLB-3.3 Bedding

Add the following to this clause;

Bedding materials such as river sand or similar approved non-cohesive materials shall be compacted to 90% Mod. AASHTO (except for under roadways) and is required for the entire contract.

PSLB-3.3.1 Bedding for Subsoil Drains

Add the following new sub-clause:

Bedding for subsoil drains shall be 19mm, singly graded stone for concrete complying with the requirements for SABS 1083.

It shall be placed 200mm thick under the pipes and to provide a cover of 200mm to the subsoil pipe, and shall be fully wrapped in a geofabric blanket Grade C, with a minimum lap of 150mm.

Construction, measurement and payment for subsoil drains shall be in accordance with the requirements of SABS 1200DB.

PSLB-3.4 Selection

PSLB-3.4.1 Suitable Material Available from Trench Excavation

Add the following to this clause;

Notwithstanding the requirements of this clause and Clause 3.7 of SABS 1200 DB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating that will ensure that material that is suitable and may be required for bedding, is not buried or contaminated by unsuitable material.

PSLB-6 TOLERANCES

PSLB-6.1 Moisture Content and Density

Add the following to this clause;

The degree of accuracy shall be II.

PSLB-8 MEASUREMENT AND PAYMENT

PSLB-8.1 Principles

PSLB-8.1.1 Supply of Bedding Materials Measured Separately

Add the following to this clause;

The measurement for bedding shall be the total through length along the centre of the pipeline measured HORIZONTALLY.

PSLB-8.1.3 Volume of Bedding Materials

Add the following to this clause;

The volume of bedding material shall exclude the volume taken up by the pipe.

PSLB-8.1.6 Freehaul

Add the following to this clause;

All haul of material for bedding cradle and selected fill obtained from excavations on site shall be regarded as freehaul.

PSLB-8.2 Scheduled Items

PSLB-8.2.5 Overhaul of Material for Bedding Cradle and Selected Fill Blanket

This item is not applicable to this contract.

PSLD SEWERS

PSLD-3 MATERIALS

PS LD-3.5 Manholes, Chambers, etc.

PSLD-3.5.9 Add new sub-clause:-

High Alumina Cement

High Alumina Cement (HAC) shall comply with the requirements of BS 915 and its use shall be in accordance with the manufacturer's instructions for rendering only.

PSLD-3.5.2 Pre-cast Concrete Sections

Add to Sub-Clause:

Joints between wall sections shall be primed and sealed with an approved BITUSEAL and BITUSTRIP respectively.

PSLD-5.6.2 Benching

PSLD-5.6.2.3 Replace this sub-clause with the following:

All benching and sloping surfaces of the manhole floor shall be rendered in 20mm thick 1:2 High Alumina Cement (HAC) and finished smooth and true with a steel trowel and rounded at corners and edges.

PSLD-3.5.8 Manhole covers and frames

Add to the first paragraph of the Sub-Clause:

Precast concrete manhole covers and frames shall comply with the applicable requirements of SABS 1294. The precast concrete lid cover shall be so designed as to withstand a point load, as specified in Clause 8.7 of SABS 1294, in the centre of the lid of 50 kN for light duty covers and 100 kN for heavy duty covers.

PS LD-5 CONSTRUCTION

PS LD-5.6 Manholes, Inspection Chambers etc.

PS LD-5.6.1 (f) General

Add new sub-clause:-

Where new manhole rings are utilised to repair or extend existing manholes, the Contractor shall ensure water tight junctions, even when the diameter of the new manhole rings vary from the old "imperial" rings. If necessary adaptor rings are to be utilised.

PS LD-5.6.2.4 Add new sub-clause:-

Repair Benching

Any damaged benching shall be removed to a sound substrate, repaired and reinstated. The benching shall be reinstated with Grade 25/13 concrete overlain with a minimum 20mm thick HAC rendering layer consisting of one part of High Alumina Cement to three parts clean sand, as directed by the Engineer.

PSLD-7 TESTING

PSLD-7.1 General

PSLD-7.2 Tests and Acceptance/Rejection Criteria

PSLD-7.2.2 Water Test

Delete the Sub-Clause and Substitute the following:

The water test will not be required under this contract.

PSLD-7.2.6 Watertightness of Manholes

Add the following to the Sub-Clause:

Wherever practicable, after selected manholes have been inspected and approved by the Engineer, they are to be tested in his presence or in the presence of his authorised representative in the following manner:

All sewer inlets and outlets to and from the manhole shall be closed with expanding plugs or other apparatus. Water is then to be introduced into the manhole up to a level 25mm below the underside of the roof slab. The water level is to be maintained for not less than one hour or such longer period as may be necessary to accurately record the rate of leakage, if any. Careful and accurate records shall be kept at frequent and regular intervals of the variation in the level of the water in the manhole and of the quantity of water added so that the rate of leakage may be properly determined. In the event of the rate of leakage exceeding 1.25 l per hour per metre of depth of manole, or in the event of any weakness, defect or fracture or visible signs of leakage occurring in the manhole under test, the Engineer shall have the right to order the test to be discontinued. The Contractor shall have the right to order the test to be discontinued. The Contractor shall thereupon, at his own expense, search for and rectify any weakness or defect in the manhole. Such work or rectification is to consist of repair or replacement, or both. The manhole shall thereafter be re-filled with water and re-tested in the manner specified. This process shall be repeated until a satisfactory test is obtained.

Alternatively, manholes may be tested by thoroughly saturating the ground in the immediate vicinity of each manhole by excavating a shallow trench around the manhole and filling the trench with water. If after maintaining the water level in the trench for two hours, the internal faces of the manhole and benching show no signs or dampness or leakage the manhole shall be deemed to have passed the test.

The Contractor will be paid for the hydraulic testing of manholes at the rate per manholes to be quoted by him in the Bill of Quantities. The Contractor's prices for the hydraulic testing of manholes shall include for all arrangements for the supply of water for testing, the cost of water so used where the water is not obtained free of cost from the Employer, for any necessary rectification work and re-testing and for all labour, plant and materials required to carry out the specified tests.

PSLD-8 MEASUREMENT AND PAYMENT

PSLD-8.2 SCHEDULED ITEMS

PSLD-8.2.3 Manholes

Add the following to this clause:

Manholes shall be measured according to depth complete, allowing for precast concrete manhole covers and lids as specified.

All specials to be built into the invert of the manhole as detailed will not be measured separately but will be deemed to be included in the unit cost for a manhole. Allow for testing as specified in Clause PSLD.7.2.6.

PSLD-8.2.11 Connection to Existing Sewer at Manholes

Delete the first two lines and replace with:

The new sewer line is to be connected to the existing manhole. The tendered sum is to include for breaking into the existing manholes, caulking in the new pipe and for demolishing and reforming benching as required, making the manholes watertight again and for dealing with the flow of sewage at the manholes during the intervening period of time.

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
(18 Pages)
- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)
- C3.4.3 EThekweni Municipality Code of Conduct

Annexure 1



**ETHEKWINI MUNICIPALITY
OCCUPATIONAL HEALTH AND SAFETY**

**OCCUPATIONAL HEALTH AND SAFETY ACT 1993,
CONSTRUCTION REGULATION 5(1) (k)
APPOINTMENT OF PRINCIPAL CONTRACTOR**

I,.....hereby appoint..... as the principal contractor responsible to carry out the construction work of.....
In terms of this appointment you are responsible to ensure that all construction work herein referred to is carried out as follows:

1. You shall ensure that you meet all the requirements in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and in particular the Construction Regulations as promulgated under Government Notice No. R.1010 of 18 July 2003, or as amended;
2. Ensure that all contractors appointed by yourself and reporting to you complies with the requirements as stipulated in the SAID Regulations;
3. Ensure that all the information and specifications necessary to ensure that the construction work is carried out in a safe manner are discussed and provided to all appointed contractors reporting to you;
4. Ensure that a health and safety file is kept and maintained and made readily available for inspection by any interested party, which file is to be handed over on the completion of the contract;
5. You shall further ensure that all records, registers and required documents are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from..... to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

.....
Signature

.....
Date

Kindly confirm your acceptance of this appointment by completing the following:

I, understand the implications of the appointment as detailed above and confirm my acceptance.

.....
Signature

.....
Date

Annexure 2



ETHEKWINI MUNICIPALITY OCCUPATIONAL HEALTH AND SAFETY

Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act

Written agreement between ETHEKWINI Municipality (the “employer”)
And

.....(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993
as amended by Act 181 of 1993.

I hereby declare that I,, am authorised to represent the
“mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties
and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed or machinery and plant used by the “mandatary” on any
ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and
safety, health, and environmental requirements as may be communicated or stipulated by
ETHEKWINI Municipality prior to and during the course of any Contract awarded to the
“mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the
“mandatary”, for whatever reason, be unable to perform in terms of this agreement.

Signed thisday of200.....

On behalf of the “mandatary” (print)

(sign)

On behalf of the “employer” (print)

(sign)

Annexure 3

**ETHEKWINI MUNICIPALITY
OCCUPATIONAL HEALTH & SAFETY UNIT**

41 Victoria
Embankment
5TH Floor Rennies
House
P.O. Box 3908
Durban 4000
Tel: (031) 311-



Enquiries : Arty Zondi
Telephone : 3114153
Date :

Mr
.....
.....
.....

Dear Sir

Health and Safety Plan Approval CR5(1)(L) – Project

On the....., discussion was held between Occupational Health and Safety Unit representative and..... regarding Health and Safety Plan.

The Health and Safety Plan of..... is approved.

Kindly contact me for details on 031-311 4153 or 083 447 1068.

Yours faithfully

Mr. Arty Zondi
Safety & Risk Manager

Annexure 4

Client Agent Safety Officer Requirements

No.	Information required from PC	Frequency	Res person
1	Safety Officers Qualifications – NADSAM 3yrs experience or SAMTRAC 5yrs experience or any relevant qualification. The Client Safety Agent must be registered with a Statutory Body in terms of CR 5.7(b)		PCSO & CASO
2	Updated list of sub contractors on site	Monthly	PCSO
3	Number of employees inducted PC, visitors and sub contractors	Monthly	PCSO
4	Plant and Equipment – number of cranes, TLBs, bobcats, compressors, trailers and mobile cranes etc on site	Monthly	PCSO
5	Incident/Accident Database (LWC, MTC, FAC)	Monthly	PCSO
6	Man-hours or number of days worked by PC employees and subcontractors	Monthly	PCSO
7	Update list of activities/tasks on construction site	Monthly	
8	Updated risk assessment per activity	Monthly	PCSO
9	Updated method statements/WSWP per activity	Monthly	PCSO
10	Training records of risk assessment and method statements per each activity	Monthly	PCSO
11	Sub contractors health and safety meeting minutes	Monthly	PCSO
12	PC health and safety meeting minutes	Monthly	PCSO
13	OHS Unit four monthly meetings with PC and Clients Safety Agent	Four Monthly	OHS Unit
14	Number of tool box talks conducted on site	Monthly	PCSO
15	Sub contractors monthly health and safety audit reports	Monthly	PCSO
16	Construction site DIFR or DIIR	Monthly	PCSO
17	Serious incidents/DOL matters inform the Client Agent Safety Officer, OHS Unit rep to be part of investigation/process	Ongoing	PCSO
18	Develop on site emergency evacuation plan, appoint & train emergency teams and conduct emergency drills	Ongoing	PCSO
19	Security, access control and environmental issues report	Monthly	PCSO
	Client Agent Safety Officer Job Specification		

1	Conduct daily inspection liase with site Project Manager, area safety officer regarding deviations, corrective measures and follow-ups.	Daily	CASO
2	Conduct monthly health and safety audits	Monthly	CASO
3	Daily reports regarding the safety status on construction site to OHS Unit	Daily	CASO
4	Attend safety meetings, management site meetings or other meetings if his/her input is required	Monthly	CASO
5	Daily liase with PC safety managers or officers if required	Ongoing	CASO
6	Review and approve risk assessment and method statement for each activity and upcoming activity prior to commence.	Ongoing	CASO
7	Generate monthly health and safety status report to OHS Unit and respective Unit management	Monthly	CASO
8	The Client Safety Agent shall resume all duties of the Client as stipulated on CR 5	Ongoing	CASO

On behalf of OHS UNIT Rep Sign.....Date.....

On behalf of Principal Contractor Sign.....Date.....

On behalf of Client Safety ConsultantSign.....Date.....

N.B For more information please do not hesitate to contact Arty Zondi on 083 447 1068 or 031 311 4153 or email zondia@durban.gov.za

**C3.4.2 : STANDARD ENVIRONMENTAL MANAGEMENT PLAN FOR CIVIL ENGINEERING
CONSTRUCTION WORKS**

PEM1 PURPOSE

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

PEM2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

PEM3 TRAINING AND INDUCTION OF EMPLOYEES

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

PEM4 COMPLAINTS REGISTER AND ENVIROMENTAL INCIDENT BOOK

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

PEM5 ENVIROMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

PEM5.1 Soil

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.

- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and destabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channelling water into existing surface drainage system.

PEM5.2 Water

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a water course.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass down stream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWS. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWS.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.

- PEM5.3 Air**
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.
 - (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
 - (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
 - (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
 - (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
 - (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
 - (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
 - (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
 - (h) No loud music is allowed on site and in construction camps.
 - (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.
- PEM5.4 Social and Cultural**
- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
 - (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
 - (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
 - (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
 - (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.

- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
 - A basic understanding of the key environmental features of the work site and environments, and
 - Familiarity with the requirements of this document and the site specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

PEM5.5 Aesthetics

- (a) Scenic Quality
Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.
- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved to a new construction site.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

PEM5.6 Archaeology and Cultural Sites

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

PEM5.7 Flora

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.
- (c) Bush must only be cleared to provide essential access for construction purposes.
- (d) The spread of alien vegetation must be minimized.
- (e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top-soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- (g) No tree outside the footprint of the Works area must be damaged.

PEM5.8 Fauna

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.

- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

PEM5.9 Infrastructure

- (a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, SpoorNet, Telkom and Eskom. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- (b) The integrity of property fences must be maintained.
- (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.

(e) Storage Facilities

- Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
- The Contractor must ensure that accidental
- spillage does not pollute soil and water resources.
- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
- Cement must be stored and mixed on an impermeable substratum.

(f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

(g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

(h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete

must be removed from the batching area and disposed of at an approved dumpsite. Stormwater must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

- (i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

- (j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit flyrock.

PEM5.10 Safety

- (a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- (b) Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- (c) All tall structures must be properly earthed and protected against lightning strikes.
- (d) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- (e) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

PEM5.11 Waste

Solid Waste

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site,

- or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

Liquid Waste

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

Hazardous Waste

- (a) No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

PEM5.12 Rehabilitation and Site clearance

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.
- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.
- (j) All surfaces hardened due to construction activities are to be ripped and imported materials thereon removed

- (k) All rubble is to be removed from the site to an approved disposal site as approved by the Engineer. Burying of rubble on site is prohibited.
- (l) The site is to be cleared of all litter.
- (m) Surfaces are to be checked for waste products from activities such as concreting or asphaltting and cleared in a manner approved by the Engineer.
- (n) The Contractor must repair any damage that the construction works has caused to neighbouring properties.

PEM6

MEASUREMENT AND PAYMENT

An item has been included in the Bill of Quantities to comply with the above actions.

C3.4.3 ETHEKWINI MUNICIPALITY **CODE OF CONDUCT**

Applicable to the Procurement of Goods, Services, Engineering and Construction Works

1. INTRODUCTION

Section 217.(1) of the Constitution of the Republic of South Africa reads as follows:

“When an organ of state in the national, provincial or local sphere of governments, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective”.

It goes without saying that, in addition to the foregoing requirements, it is essential that the procurement of goods and services, including engineering and construction works, by eThekweni Municipality should not be affected, or tainted, by illegal action, or default, at any stage of the process, by any party involved.

The foregoing serves to establish the broad framework within which an action, or default, by any party to the procurement process should be judged. Any action, or default, which conflicts with the objectives of section 217.(1) of the Constitution, or which is illegal, is unacceptable.

A party to the procurement process, who wittingly, commits an unacceptable action, or default, renders itself liable to the appropriate sanction, or even, in the case of an illegal action, or default, to prosecution.

This document contains examples of actions, or defaults, by parties to the public procurement process, which are unacceptable. The lists of examples are, however, not exhaustive and each party must, itself, assess whether an action, or default, would be unacceptable in the light of section 217.(1) of the Constitution, or be illegal.

2. INVOLVEMENT OF PARTIES IN THE PROCUREMENT PROCESS

The various parties that could be involved in the procurement of goods, services and engineering and construction works by a public process are the following, which are denoted by capital initial letters in this document.

Employer:	Any Output Unit or Department within eThekweni Municipality procuring goods, services or engineering and construction works, including other public bodies/ partners assisting in, or exercising control over, the procurement process e.g. Procurement and Tenders Sub-Committee etc.
Official:	An employee of the Employer.
Agent:	One who acts on behalf of the Employer.
Consultant:	A professional service provider engaged by the Employer.
Tenderer:	One who submits a competitive bid for the supply of goods, services, or engineering and construction works to the Employer.
Contractor:	The successful Tenderer to whom the Employer awards the contract for the supply of goods, services, engineering or construction works.
Subcontractor:	One who contracts to a Contractor to assist the latter in the execution of his/her contract by supplying certain goods, services, or works.
Representative:	A political, or other, representative of the public, or of the private sector, who serves on the Procurement and Tenders Sub-committee responsible for policy, oversight of the appointment process or approving any aspect

of procurement by eThekweni Municipality.

3. UNACCEPTABLE ACTIONS AND ESSENTIAL PRACTICES

Examples of actions which are unacceptable and essential practices, which would constitute unacceptable defaults if not observed, are given below. The schedules are not exhaustive, but serve to highlight unacceptable actions and defaults which are more commonly encountered.

3.1 The Employer

The Employer should, himself, or through his officials, or agents :

- 3.1.1 Not invite tenders without having a firm intention to proceed with the procurement.
- 3.1.2 Ensure that the basis on which tenders will be adjudicated is clearly set out in the tender documents and that tenders are adjudicated and awarded accordingly.
- 3.1.3 Ensure that the tender documents are clear and comprehensive and set out the rights and obligation of all parties.
- 3.1.4 Not breach the confidentiality of information, particularly intellectual property, provided by Tenderers in support of their tenders.
- 3.1.5 Not attempt to "trade off" Tenderers against each other in an attempt to obtain better offers.
- 3.1.6 Ensure that all Tenderers are fairly treated and that tenders are adjudicated without bias.
- 3.1.7 Ensure that, except when extra ordinary circumstances dictate otherwise, transparency is maintained in the tendering process. This implies, *inter alia*, inviting tenders as widely and publicly as possible, opening tenders in public and reading out/ making available key information, such as tender prices, basic award criteria and times required for completion, and, in due course, making known to unsuccessful Tenderers the outcome of the adjudication process.
- 3.1.8 Ensure that his/her obligations in terms of contracts with Contractors and Consultants are scrupulously and timeously met, particularly in regard to making payments and giving decisions.

3.2 Officials

An Official should:-

- 3.2.1 Strictly observe all code of conduct laid down by the Employer.
- 3.2.2 Ensure that he is not responsible for an unacceptable action, or default, being attributed to the Employer.
- 3.2.3 Not allow himself/herself to be influenced in the execution of his/her duties by any consideration other than the legitimate and reasonable interests of the Employer.
- 3.2.4 Not accept any gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 3.2.5 Administer contracts in an evenhanded manner.
- 3.2.6 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters

3.3 Agents

An Agent should, insofar as is relevant, act in the same way as the Official is expected to act in terms of Section 3.2.

3.4 Consultants

A Consultant should:

- 3.4.1 Strictly observe the code of conduct laid down by the body governing his/her profession.

- 3.4.2 Act in an impartial manner towards all other parties in the procurement process and take account of the legitimate and reasonable interests of them all.
- 3.4.3 Not accept gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 3.4.4 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.
- 3.4.5 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

3.5 Tenderers

A Tenderer should:

- 3.5.1 Not, except for the purpose of joint venture formation, become involved in collusion with other Tenderers, or potential Tenderers.
- 3.5.2 Not exchange information regarding tenders with any other Tenderer prior to the closing date for tenders.
- 3.5.3 Not knowingly price his/her tender in such a way as to gain an unfair advantage from an obvious error, or oversight, in the tender documents.
- 3.5.4 Not attempt, in any way, to influence the tender adjudication process.
- 3.5.5 Not approach any Representative or Official directly in connection with a tender, subsequent to the closing of all tenders.
- 3.5.6 Tenders only on projects for which they are capable of executing with the resources they are able to marshal in accordance with the terms and conditions of contracts.

3.6 The Contractor

The Contractor should:

- 3.6.1 Undertake the contract with the objective of fulfilling it in accordance with the needs of and in the best interests of the Employer and, in pursuit of this objective, co-operate with all other parties in the procurement process.
- 3.6.2 Aim to meet all statutory and contractual obligations fully and timeously in regard to, inter alia, conditions of employment, occupational safety, training, employment of subcontractors and fiscal matters.
- 3.6.3 Not attempt to influence the judgement, or actions, of Consultants, Officials/Agents, or Representatives by inducements of any sort.
- 3.6.4 Employ Subcontractors only on the basis of fair, unbiased, written subcontracts.
- 3.6.5 Not engage in unfair, or unethical, practices in order to drive subcontract prices down.
- 3.6.6 Not make unwarranted claims for additional payment, or time, in the belief that "nothing venture, nothing gain".
- 3.6.7 Not approach any Representative directly in connection with a contract.
- 3.6.8 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.

3.7 Subcontractors

A Subcontractor should, insofar as is relevant, act in the same way as the Contractor is expected to act in terms of Section 3.6.

3.8 Representatives

A Representative should:

- 1.8.1 Perform his duties in an unbiased and conscientious manner, bearing in mind the legitimate interest of all parties to the procurement process and the public.

- 3.8.2 Not entertain representations, except through the Employer or such person as may be delegated by the Employer, from any Consultant, Tenderer, Contractor, or Subcontractor, in regard to a tender, or contract.
- 3.8.3 Not allow himself to be unduly influenced by, or accept any gifts, favours or other considerations from any party which might have an interest in the procurement process.
- 3.8.4 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

3.9 Penalties

Where there is non-compliance with this code of conduct, sanctions and/penalties will be applied as follows:

3.9.1 Officials and Representatives

Reference to the Multi- Disciplinary Team in the first instance and thereafter, appropriate action by Management, if applicable.

3.9.2 Contractors/suppliers

Depending on the severity of the non-compliance, a contractor/supplier may be disqualified as a registered contractor/supplier for a period of not less than six months. Over and above that financial penalties may be imposed in terms of the Conditions of Contract.

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Dwg No	Description
	SILVERGLEN SEWER REPLACEMENT, INSTALLATION OF PROTECTION WORKS AND ASSOCIATED WORKS (WARD 70)

C3.5.2 STANDARD DRAWINGS

The Standard Drawings to which these Standard Engineering Specifications refer are listed below and are attached under Part C4: Site Information.

Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990

C3.6: ANNEXURES

C3.6.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

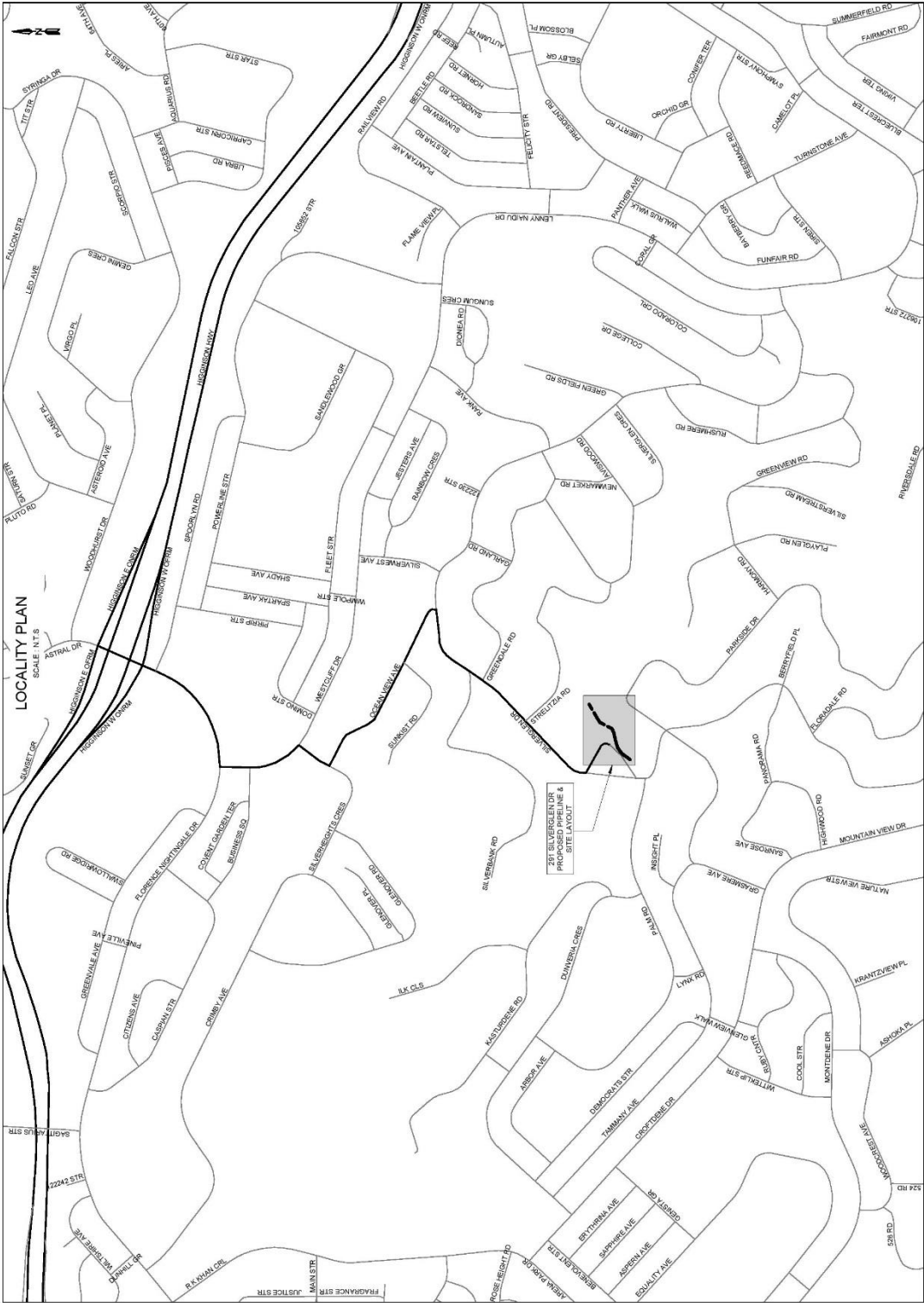
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the process of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

PART C4: SITE INFORMATION

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C4.2	NOTICE BOARD	Pg 167

C4.1 LOCALITY PLAN



C4.2 NOTICE BOARD

