



CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Engineering

DEPARTMENT

Roads Provision

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: **1R-23765**

Contract Title: **Flood damage remediation – Extension of Tottenham Pedestrian Bridge, Verulam, Ward 50 & 102**

Est. CIDB Grade/ Class: **4 CE**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Tottenham Road, Riet River/Ottawa, 29°39'58.20"S; 31° 1'30.65"E
On 13 April 2023 at 10h00**

Queries can be addressed to: **Xolile Mkati**
The Employer's Agent's: **Tel: 031 311 7325**
Representative: **eMail: Xolile.mkati@durban.gov.za**

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 21 April 2023** at **11h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Roads Provision**

Date of Issue: **06/04/2023**

Document Version 24/02/2023(a)

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to construct two additional spans of pedestrian bridge over Riet River in Verulam.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads Provision	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 4 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	Tottenham Road, Riet River/Ottawa, 29°39'58.20"S; 31° 1'30.65"E On 13 April 2023 at 10h00	F.2.7
Seek Clarification	Queries relating to these documents may be addressed to the Employer's Agent's Representative at the clarification meeting and consolidated questions and answers will be uploaded on 17 April 2023 Contact details for are: Xolile Mkati Tel: 031 311 7325 eMail: Xolile.mkati@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 21 April 2023 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data		

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by:
Deputy Head: **Roads Provision**

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

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

- Any other 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:

Xolile Mkati

Tel: 031 311 7325

eMail: Xolile.mkati@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 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.2.1.1 Eligibility: CIDB

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

Joint ventures are eligible to submit tenders provided that:

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

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

F.2.1.2 Eligibility: Tenderer's Experience

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

Tenderers must submit experience gained as Main Contractor.

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

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

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

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

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

Table 1: Documentation / Information Requirements

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

Table 1: NOTES

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

Table 2: Tenderer's Experience Requirement

Provision of Structures Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: 1. Construction of reinforced concrete culvert structures. 2. Reinforced concrete pedestrian bridges. 3. Reinforced and prestressed concrete pedestrian and road bridges.
Experience Requirement: Contract(s) with works of a similar nature, within the past 7 years A minimum of 3 contracts, each with a value of 70% of the tender value submitted for this tender. Each contract must have a combination of "Provision of Structures" experience. Contracts must have been executed as the as Main Contractor.

Note: The failure to complete the relevant returnable form in T2.2 for each submission of experience AND supply the associated, relevant, documentation (as specified on Table 1) will invalidate the experience submission.

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

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

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

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

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

F.2.7 Clarification meeting:

Tottenham Road, Riet River/Ottawa, 29°39'58.20"S; 31° 1'30.65"E
On 13 April 2023 at 10h00

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. : **1R-23765**
- Contract Title : **Flood damage remediation – Extension of Tottenham Pedestrian Bridge, Verulam, Ward 50 & 102**

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

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

Tenderers are to include, with their "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. "**1R-23765 – Tenderers Name.PDF**". The memory-stick must be 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, 21 April 2023**
- Time : **11h00**

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

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

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

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

CIDB Registration

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

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

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

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

Tax Clearance

Refer also to returnable form in T2.2: “Tax Compliance Status PIN/ Tax Clearance Certificate”.

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Refer also to returnable form in T2.2: “Eligibility: CSD Registration Report”.

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

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

Compensation Commissioner

Refer also to returnable form in T2.2: “Eligibility: Registration with Compensation Commissioner”.

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

Failure to comply will make the tender non-responsive.

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.
- F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).”
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

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

Price Points

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

Preference Points

Reference is also to be made to T2.2: "MBD 6.1: Preference Points Claim".

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

- **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4.8	n/a
	Greater or equal to 51% and less than 100%	9.6	n/a
	Equals 100%	12	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	1.6	n/a
	Greater or equal to 51% and less than 100%	3.2	n/a
	Equals 100%	4	n/a
Maximum Ownership Goal Points:		16	n/a

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

- w1 = 75%, w2=25%, (where: w1 + w2 = 100%)

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

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

RDP Goal: The promotion of enterprises located in a specific municipal area

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

Goal Weighting 20%		
Location	80/20	90/10
Not within eThekweni Municipality	0	n/a
Within eThekweni Municipality	1	n/a
Within the area, Ward 49/51/59/60/106/58	2	n/a
Within the Ward 50 OR 102	4	n/a
Maximum RDP Goal Points:	4	n/a

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

- CSD report

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.

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. "**1R-23765 – Tenderers Name.PDF**". The memory-stick must be securely fixed to the paper submission.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 16 to 34.

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

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

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Complete T2.1.2.1 Item 1.1

Name of enterprise’s representative

Complete T2.1.2.1 Item 1.2

3.2 ID Number of enterprise’s representative

Complete T2.1.2.1 Item 1.3

3.3 Position enterprise’s representative occupies in the enterprise

Complete T2.1.2.1 Item 1.4

3.4 Company Registration number

Complete T2.1.2.1 Item 3.1 or 3.2

3.5 Tax Reference number

Complete T2.1.2.1 Item 3.3

3.6 VAT registration number

Complete T2.1.2.1 Item 1.7

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

Circle Applicable

3.8 Are you presently in the service of the state?

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

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

YES	NO
-----	----

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

OR

90 / 10 Points System

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

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of 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 reference the Tender Data in F.3.11 for guidance on completing this claim form.

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). Tenderer to complete	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	12	n/a		n/a
Ownership Goal: Gender (female)	4	n/a		n/a
RDP Goal: The promotion of enterprises located in a specific municipal area.	4	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

YES

NO

4.4.1 If YES, provide particulars.

.....
.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....
.....

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

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

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

- Where the tenderer's place of business or business interests are outside the jurisdiction of 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 is 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 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 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://cfonline.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.

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

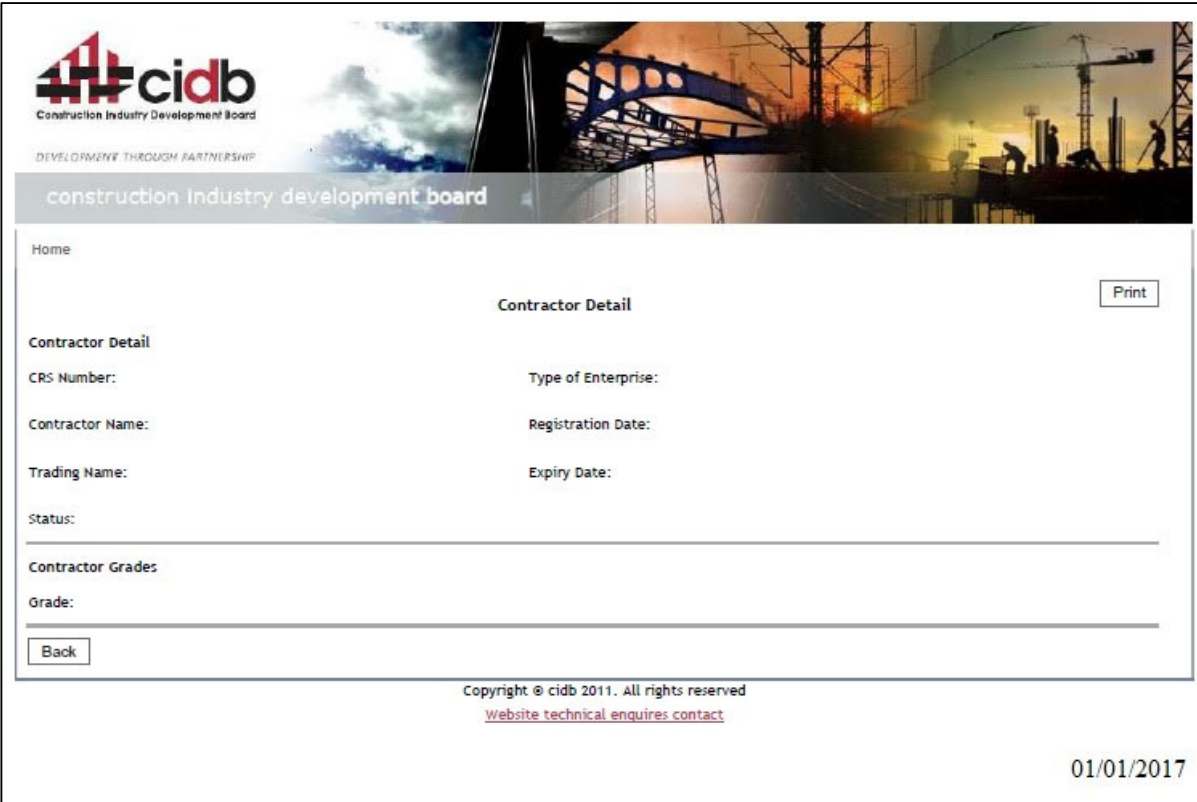
T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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



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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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: **1R-23765**

Contract Title: **Contract Title: Flood damage remediation – Extension of Tottenham Pedestrian Bridge -Verulam, Ward 50 & 102**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :
:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

Witness:

Signature : **Date** :

Name(*in capitals*) :

C1.1.3: 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.

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 **9 months**. The period as stated in 5.3.2, and **the 7 days referred to in 5.3.3, are included** in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are also **included** in the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Roads Provision**

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: 031-311-7642 (t)
Fax: N/A (f)
E-Mail: Sandile.Masondo@durban.gov.za

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

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: 0313117671
Fax: N/A (f)
E-Mail: peter.fenton@durban.gov.za

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- **6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus 15% contingencies.**

- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a **minimum of 3 years** relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least **70%** of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a **minimum 3-year** qualification within the built environment, from a registered University or Institute of Technology.

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

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

- 5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.

- 5.3.3 "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 10 000**(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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance**:

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2,000,000**.
- Maximum first excess: **R 10,000**.

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 5,000,000**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R10,000**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R1,000,000**.
- Maximum first excess: **R 5,000**.

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **R 1,000,000**.
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **R 200,000**.
- Minimum amount for transit of materials to site: **R 200,000**.

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for each Ward 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.

NB: Two CLO's will be appointed, one from each ward. The hours of work and the wage rate will be half of 200% mentioned above.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Wards 50 and 102 i.e. The local labour will be appointed equal from ward 50 & 102**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% PPG** (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 13 pages. The pages are numbered BOQ 55 to BOQ 68

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PART	AB	GENERAL SPECIFICATIONS
PART	AH	OCCUPATIONAL HEALTH and SAFETY

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BILL OF QUANTITIES

SECTION 1 Preliminary and General

PART AA PRELIMINARIES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	GCC 2015	GENERAL CONDITIONS OF CONTRACT (GCC 2015) READ IN CONJUNCTION WITH THE CONTRACT DATA	sum	1		
		Fixed Charge obligations				
2	GCC 2015	Time Related obligations	sum	1		
3	SANS 1921-1	SANS 1921-1 : GENERAL ENGINEERING AND CONSTRUCTION WORKS READ IN CONJUNCTION WITH THE ASSOCIATED SPECIFICATION DATA IN THE SCOPE OF WORKS	sum	1		
		Fixed Charge Items				
4	SANS 1921-1	Time Related Items	sum	1		
5	C1.2.3.1	COMMUNITY LIAISON OFFICER	PC Sum	121000	1.00	121 000.00
		Allow for a CLO to be appointed.				
6		Handling Fee for the above item	%	121000		
		Allow for the weekly submission of proof of employment of local labour				
7	C1.2.3.2 & PS.14	LOCAL LABOUR	sum	1		
		Allow for the weekly submission of proof of employment of local labour				
8		Contractor fixed obligations	sum	1		
9		Site Meetings with Project Steering Committee	PC Sum	30000	1.00	30 000.00
10		Handling fee for above item	%	30000		

TOTAL CARRIED TO SECTION1 SUMMARY: Preliminary and General

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PART AB GENERAL SPECIFICATIONS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1		Surities	sum	1		
2	AB.2	FIXED CHARGES	sum	1		
		Offices for Engineer and Staff NOT REQUIRED				
3	PS.AB.1.2	Contractor's Camp Site / Store Yard	sum	1		
4	PS.AB.3	Notice Board	sum	1		
5	AB.7	Road Deviations	sum	1		
6	AB.7	Initial supply of all signs, barricades and delineators	sum	1		
7		Survey coordination of existing valves, manholes, catchpits, and cable duct markers	sum	1		
8		Allow for the following Additional Items which the tenderer requires to be priced separately :-	sum	1		
		a)				
9		b)	sum	1		
10		c)	sum	1		
11	AB.6	Cost of Samples and Contractor's Preliminary and Site Control Testing	sum	1		
12	AB.7	Provision & Maintenance of Pedestrian and Traffic Facilities	sum	1		
13	AB.7	Maintenance of all signs, barricades and delineators	sum	1		
14		Allow the following additional items which the tenderer required to be priced separately :-	sum	1		
		a)				
15		b)	sum	1		
16		c)	sum	1		
17	AB.7	Maintenance of Pedestrian and Traffic Facilities	sum	1		
18	PS.16	Allow for Progress Photographs (Provisional Sum)	PC Sum	30000	1.00	30 000.00
19	PS.11	Provision of Site Security	sum	1		
20		Insurance of Work	sum	1		
21		Appointment of Environmental Officer	PC Sum	50000	1.00	50 000.00
22		Handling fee for above item	%	50000		
23		Provide toilet facilities	sum	1		

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Part Continued **PART** AB GENERAL SPECIFICATIONS

Item	Clause	Description	Unit	Quantity	Rate	Amount
24	PS.13	Submission of as-built data	sum	1		

TOTAL CARRIED TO SECTION 1 SUMMARY: Preliminary and General

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Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

PART AH OCCUPATIONAL HEALTH and SAFETY

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	AH.14.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	SUMI	1		
2	AH.14.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	SUMI	1		
3	AH.14.3	Submission of the Health and Safety File	SUMI	1		

TOTAL CARRIED TO SECTION1 SUMMARY: Preliminary and General

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PRICING DATA

Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

SECTION 2 Bridgeworks

PART B SITE CLEARANCE

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS.B.1	General clearance and grubbing in river bed and track	m2	935		

TOTAL CARRIED TO SECTION 2 SUMMARY: Bridgeworks:

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PRICING DATA

Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

PART C CONCRETE WORK

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	C.8.1	Grade 15/19 concrete in soft spots (provisional)	m3	12		
2	C.8.1	Grade 15/19 concrete blinding of thickness 50 mm	m2	79.5		
3	C.8.1 & PS.C.1	Grade 30/19 concrete in footings	m3	36.4		
4	C.8.3	Class 1 shuttering to footings	m2	28		
5	C.8.1 & PS.C.1	Grade 30/19 concrete in walls	m3	33.2		
6	C.8.3 & PS.C.2	Class 1 shuttering to back of wingwalls and abutment walls	m2	74.1		
7	C.8.3 & PS.C.2	Class 3a shuttering to front and sides of abutment walls, Pier & wingwall	m2	122.1		
8	C.8.1 & PS.C.1	Grade 30/19 concrete in bridge superstructure	m3	55.1		
9	C.8.3 & PS.C.3	Class 3a shuttering to soffit of bridge superstructure	m2	124.8		
10	C.8.3 & PS.C.2	Class 3a shuttering to vertical and sloping sides of bridge superstructure	m2	208		
11	C.8.2 & PS.C.1	High tensile steel reinforcement	t	10.4		
12	C.8.2 & PS.C.1	Mild steel reinforcement	t	1		
13	C.8.1 & PS.C.4	Grade 20/19 concrete in footpath slabs	m3	10		
14	C.8.3	Class 1 shuttering to footpath slabs	m2	12		
15	C.8.2	High tensile steel fabric reinforcement ref : 193	t	0.25		
16	PS.C.14 & PS.C.13	65 mm Ø perforated drainage pipes wrapped in Geotextile placed on a 200 mm x 75 mm concrete screed.(as per drawing detail)	m	18		
17	PS.C.15.1	Construct 50mm dia. P.V.C weepholes inclusive of filter elements, temporary plugs to abutment walls (as per drawing detail)	no.	30		
18	PS.C.15.1	Build in 75mm dia P.V.C stormwater drainholes pipes into position.	no.	8		
19		Metro precast concrete Bollards	no.	2		
20	PS.C.6	Expansion Joint detail/ polystyrene and polysulphide sealant between wingwall and abutment.	sum	1		
21	PS.C.7	Class 1 Shuttering to construction joints between stages	m2	2		
22	PS.C.20	Installation of Bridge Number	sum	1		

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Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

Part Continued **PART C CONCRETE WORK**

Item	Clause	Description	Unit	Quantity	Rate	Amount
23	PS.C.17	High tensile steel reinforced Dowelled horizontally 150mm deep into existing north abutment wingwalls	no.	20		
24		Bitumen impregnated softboard for CJ in footpath	m2	5		
25		Supply and install fig. 6 mountable kerb on the approach footpath	m	84		
26		Survey and Setting Out for positioning of all new piles, pile cap and piers including all checks required by an Engineer on existing structure	sum	1		
27	PS.15	Survey of existing service	sum	1		

TOTAL CARRIED TO SECTION 2 SUMMARY: Bridgeworks

R

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PRICING DATA

Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

PART DD EARTHWORKS FOR STRUCTURES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DD.8.2 & PS.DD.1	Excavate in all material for footings to stockpile	m3	130		
2	DD.8.2	Extra over item 1 for hard material	m3	9		
3	DD.8.3 & PS.DD.4	Backfill and compact using material from stockpile	m3	65		
4	DD.8.3	Backfill and compact using imported material from contractor's own source. Rate to include all haulage and royalties	m3	275		
5	PS.DD.2	Design, installation and removal of cofferdamming and lateral support to the foundation excavations	sum	1		
6	PS.DD.8	Design, installation and removal of temporary working platform	sum	1		
7	DD.8.2	Backfill and compact using imported dumprock material from contractor's own source for ground improvement. Rate include all haulage and royalties.	m3	20		

TOTAL CARRIED TO SECTION 2 SUMMARY: Bridgeworks:

R

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PRICING DATA

Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

PART F PROTECTION WORKS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	F.8.1	Topsoiling and grassing as specified in the Environmental Management Plan	m2	300		
2	F.8.6	Gabion boxes : 2000x1000x1000 mm depth	m3	8		
3	F.8.6	Gabion boxes : 2000x1500x1000 mm depth	m3	24		
4	F.8.6	Gabion boxes : 2000x2000x1000 mm depth	m3	48		
5		Supply and install approved geofabric to underside and back of Gabion walls	m2	100		
6	PS.C.5	Supply and install polycrrete handrail system	m	84		

TOTAL CARRIED TO SECTION 2 SUMMARY: Bridgeworks

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PRICING DATA

Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

PART J PILING

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	J.8.1	Establish bored piling equipment on site	sum	1		
2	J.8.2	Setting up at bored pile positions	no.	8		
3	J.8.6	Form shaft for 400 mm diameter augered cast in-situ piles at rake 1:8 max 10m depth	m	64		
4	J.8.9	High tensile steel reinforcement	t	2		
5	J.8.9	Mild steel reinforcement	t	0.5		
6	J.8.10	Concrete grade 30/19 in cast in-situ piles	m3	9		
7	J.8.12	Strip head of 400 mm diameter cast in- situ pile	no.	8		
8	J.8.13	Allow for sonic integrity testing	no.	8		

TOTAL CARRIED TO SECTION 2 SUMMARY: Bridgeworks

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PRICING DATA

BILL OF QUANTITIES SECTION SUMMARY

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Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

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Flood Damage Remediation: Extension of Tottenham Pedestrian Bridge _ Verulam, Ward 50 & 102

SUMMARY OF BILL OF QUANTITIES

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B	SITE CLEARANCE	R	_____	
C	CONCRETE WORK	R	_____	
DD	EARTHWORKS FOR STRUCTURES	R	_____	
F	PROTECTION WORKS	R	_____	
J	PILING	R	_____	
SUB TOTAL				R _____
ADD VAT (15%) - (only if a registered VAT Vendor)				R _____
TOTAL CARRIED TO FORM OF TENDER				R _____

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The bridge will be located in Riet River near 62 Tottenham Road, between the areas of Verulam and Phoenix. The reinforced concrete two (2) span pedestrian bridge shall be constructed on piles and connect to the walkways on each approach, allowing for safe access for persons over the river. During the 2022 floods the river washed away the approaches and damaged the walkways. This contract aims to extend the bridge with two new span bridge.

The work entails but is not limited to the following :

The construction of a new bridge over the river, sidewalks and all other ancillary works necessary for the full and proper completion of the project.

Bridges

- Construction of a new two (2) span bridge of equal length (2x20 m) joined on the existing 25 m span pedestrian bridge.
- The bridge includes but not limited to a Polycrete handrail system, walkway approach slab, wingwalls retaining structure, pedestrian barriers and other items detailed on the drawings and BOQ.

Ancillary works

Other works includes, but is not limited to:

- Removal of rubble and other waste products to an approved dump site.
- Removal of concrete pipes, (stormwater pipes, drainage pipes, sleeves)
- Pedestrian traffic accommodation.
- Landscaping.
- Lateral support systems.
- Re instatement of property boundary walls, fences, driveways, vegetations etc as directed by the Engineer.

C3.1.2 Description of Site and Access

The site is located north of Durban, in Verulam and access to the site may be obtained from Tottenham Road (~~27>3;.:6<9186357:8:..~~). The location of the construction camp must be negotiated and agreed upon by the eThekweni Municipality, the contractor, and the environmental control officer (ECO) for the project.

Refer to Item C4.1: Locality Sketch if applicable

C3.1.3 Nature of Ground and Subsoil Conditions

The conclusion of preliminary Geotech investigation report noted the following:

- Deep alluvial sediments, comprising clays, silts, sands and potentially boulders, must be expected.
- It is envisaged that the most suitable foundations comprise a piled solution socked into bedrock.

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 were 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.

The Contractor shall programme in his works the traffic accommodation required to carry out the construction of the works and to include the protection of any services in doing so.

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to

comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

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

PS.2.1 Existing Services

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

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 comply with the conditions for dealing with existing services as attached in **C3.4**, Particular Specifications, and approach the relevant authorities for additional information where applicable.

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed.

The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation. The Contractor shall allow in his programme minimum of 30 days for the relocation of services from notification of service relocation to service provider and this period must be shown in the contractor's programme.

In general, the Employers Agent may call upon the Contractor to re-excavate trenches previously excavated and backfilled by others where in the opinion of the Employers Agent such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

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 [in the BOQ.](#)

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 [items in the BOQ.](#)

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 [four weeks](#) in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services that may be 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, Cctv, Liquid Telekom (Neotel), Dark Fibre Africa, Dimension Data, Light Fibre, Link Africa, Sasol And Other Service Providers;**
- **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 **four week** period required under **PS.2.2** will allow sufficient time for these relocations.

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

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

As necessary, the contractor shall prove the position of water lines and ensure they are not damaged during construction. The proving of these water lines shall be included in the

tenderer's rates.

All known services have been shown on the services drawing, however, should any unknown watermains be discovered the Contractor shall be responsible for ensuring that water-mains are not damaged during construction and if a need to relocate or modify, the Contractor shall notify eThekweni Municipality.

Any relocations will be carried out by a Contractor/sub-contractor that will be approved by Metro Water, while the connection to the existing main will be done by Metro Water. Civil works will be carried out by the Main contractor. The Contractor shall notify the Engineer and service providers at least 4 weeks days in advance for any relocations required, to enable all parties involved to be on site timeously.

Water-main special items: The notice period required for the items required for water-mains, fittings, steel pipes etc., is twelve weeks from date of providing of notice. All tie-ins to be done by Metro Water. An allowance has been made in the BOQ for the relocations of all watermain relocations and ancillary works.

PS.3.2 Water Main Valve Access

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

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

PS.3.3 Restriction on Compactive Equipment

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

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

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

damaged during construction of the road.

PS.4 SEWERS

Tenderer's attention is drawn to the fact that there are known existing sewer lines within close proximity to the site. The Contractor shall be responsible for ensuring that sewer pipes are not damaged during construction and if a need to relocate or modify sewer pipes/manholes is identified, the Contractor shall notify eThekweni Municipality.

The relocation of any sewer lines required shall be as per the eThekweni Sanitation Department Specifications.

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

Tenderer's attention is drawn to the fact that there are no known existing stormwater lines within the site.

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

The Contractor's attention is drawn to the potential of existing underground, surface and overhead cables, the Contractor has a responsibility to ensure there is no damage to these infrastructures.

PS.6.1 General

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

PS.6.2 Street Lighting

The existing lighting will not be affected by the construction works.

PS.6.3 MV / LV Cables

No work to MV / LV cables is envisaged, but the tenderers attention is drawn to the fact that cables are existing in the contract area..

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.6.5 Overhead Cables

No work to overhead cables is envisaged, but the tenderers attention is drawn to the fact that cables are existing in the contract area.

PS.7 TELKOM, CCTV, LIQUID TELEKOM (NEOTEL), DARK FIBRE AFRICA, DIMENSION DATA, LIGHT FIBRE, LINK AFRICA, SASOL AND OTHER SERVICE PROVIDERS

No work to service providers is envisaged, but the tenderers attention is drawn to the fact that 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.

The Environmental Management Plan which forms part of the Particular Specifications is applicable to this project. The EMP is supplemented by the Standard EMP for Civil Engineering Construction Projects compiled the eThekweni Municipality's Environmental Branch, also contained in this procurement document. In area of divergence or conflict between the EMP's the terms of the Project Specific EMP shall govern. The terms and conditions of the EMP are to be strictly adhered to by the Contractor and any appointed sub-contractors. An independent Environmental Control Officer, ECO, will be appointed by the Engineering Unit, Roads Provision Department, Structures Branch to monitor, audit and report on all measures contained within the EMP. The ECO will visit the site monthly for inspection purposes and attend any site meetings as may be required. A monthly compliance audit report will be produced by the ECO and circulated / submitted to the Employer, Contractor and KZNEDTEA. Penalties for non-compliance will be discussed with the contractor during the pre-construction meeting.

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:

- i) The contract area has high volumes of pedestrian traffic,
- ii) The works will require machinery and plant of varying size,
- iii) The construction is in a watercourse,
- iv) The manual moving of heavy products will be required,
- v) The area is bound by business/residential/private properties,
- vi) The gradient of the site is fairly steep in some areas. Plant and machinery need to be well controlled.
- vii) Stormwater run-off from the site will have to be well managed,
- viii) There are a numerous service which the Contractor may either have to protect or relocate,

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SITE SECURITY

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

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management

Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

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

The following KPIs will be applicable to this contract:

- (a) Time Management
- (b) Financial Management
- (c) Quality Management
- (d) Occupational Health and Safety Management
- (e) Environmental Management
- (f) Meeting CPG Targets

PS.13 SUBMISSION OF AS-BUILT DATA

The contractor shall supply the Employers Agent with an electronic copy and hard copy of:

- (a) A list of surveyed co-ordinates of all work carried out.
- (b) The survey must include:
 - All new works carried out
 - A list of co-ordinates of different services which are newly installed, relocated, or existing.
 - A coordinated list of all catchpits, manholes and headwalls, gabion and renomattresses structures newly constructed, modified or existing.
 - A list of surveyed co-ordinates of all retaining walls, dwellings, fencing and services within the vicinity of the works.
- (c) Materials As-Built records captured as per the eThekweni Municipality Materials As-Built record template
- (d) Hard copies in A0 paper, and
a coordinated soft copy of the survey in .dxf/.dwg/.dr4 format.

The contractor must also give the Employers Agent a materials as-built spreadsheet in the format approved by the Senior Manager of the Pavement and Geotechnical Laboratory – City Engineers.

The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Employers Agent.

An allowance has been made for the payment for this item in the [BOQ](#).

PS.14 SUPPLY OF PLANT, MATERIAL AND LABOUR

Except where otherwise specified the Contractor shall at his own expense supply and provide all the construction plant, temporary works, materials for both temporary and permanent works, labour (including supervision thereof), transport to and from the site and in and about the works and other things of every kind required for the construction, completion and where specified, maintenance of the works. The contractor shall also make his own arrangements with the proper authorities and at his own cost for the supply of water, electricity and any other services he may require for the construction and completion of the works.

PS.15 SURVEY OF EXISTING SERVICES

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catchpits and cable duct markers. The coordinates are to be submitted to the Employers Agent. Particular attention should be drawn to the following information which is required within **two weeks** of commencement:

PS.16 PROGRESS PHOTOGRAPHS

A provisional sum has been included **in the BOQ** for digital photographs and aerial photographs to be taken. The photographs shall be taken monthly across the entire site, including aerial photos, at the discretion of the Employers Agent.

- The digital and aerial photographs shall be taken monthly across the entire site, or at the discretion of the Employers Agent. This may include the use of a drone to capture images. The Employers Agent shall provide the specifications of the drone to be used.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DD	Earthworks for Structures		
EG	Sidewalks, Footpaths and Median Areas	July	1992
F	Protection Works	July	1992
J	Piling		
S	Reinstatement	March	1993

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB General Specifications

PS B Site Clearance

PS C Concrete Work

PS DD Earthworks for Structures

PS F Protection Works

PS.AB PRELIMINARY AND GENERAL SPECIFICATION

PS.AB.1 Site Facilities

PS.AB.1.2 Contractor's Camp Site and Store Yard

The contractor is responsible to provide a suitable site for his camp. If the employer can make any specific site available to the contractor, such site will be pointed out by the engineer. However, the contractor may, if he prefers to have any of the above at another location of work site elsewhere provided that he first obtains the written permission of the landowner, and subsequently, the engineer, to do so.

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 SABS 1200A, Clause 8.3.2.2, the following conditions shall apply:

- (i) None of the existing roads shall be damaged in any way
 - (ii) No waterborne sewerage facilities or potable water connection are available on the site.
- The

contractor shall make his own arrangements in this regard

- (iii) No electrical facilities exist on site
- (iv) It shall be the responsibility of the contractor to make good any damage caused to the camp site 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, Head: Real Estate and/or Deputy Head: 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.

The contractor shall be responsible for the demarcation of the area in which work is to be carried out for the duration of the contract. The area is to be fenced with a suitable fencing material and height to allow for the safety of workers and equipment within the work area, and to discourage persons outside the work area to enter the work area.

PS.AB.1.3 Accommodation of Employees

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

No housing is available for the contractor's employees. The contractor shall make his own arrangements to transport his employees to site. No informal housing or squatting will be allowed.

PS.AB.1.4 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 rate and amounts tendered for the various items of work for which the services are required, or in the contractor's preliminary and general items as the case may be.

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.

Power Supply for works

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

PS.AB.2 Services Connection Fee

Should the Contractor require either additional connection or an increased power supply any additional costs shall be to the Contractor's account.

PS.AB.3 Notice Board

The typical notice board layout is given in part C.3.4.1.

The following requirements shall apply with regards to the notice board:

One (1) notice board is required for this contract.

The M.T.A.B. Section of the Notice Board is not required.

PS.B SITE CLEARANCE

PS.B.1 GENERAL CLEARANCE AND GRUBBING WITHIN THE RIVER STREAM

General clearance and grubbing within the stream shall be carried out according to the provisions set out in Part B – "Site Clearance" of the Departmental standard specifications.

Tree branches and trunks within the river stream shall be cut to size and stored out of the stream for the community to collect as firewood or as directed by the engineer. An item has been provided in the BoQ under Section 2 for any clearance and grubbing works that fall outside the scope as set out in the specifications. Any objects such as scrap, boulders over 0.15 m³ and other materials not covered by the provisions of Clause B.1 – "Scope" shall be claimed under this line item.

Measurement and payment shall be set out in Clause B.8 – "Measurement and payment" accordingly. The contractor shall make allowances in their tendered rates for the removal and transportation of objects and materials to an approved disposal.

PS. C CONCRETE WORKS

The concrete grade shall be as specified in the Bill of Quantities and the cover to reinforcement shall be 40mm. All concrete work shall be in accordance with the Departmental Specification Part C - Concrete.

PS.C.1 CONSTRUCTION – FIXING OF REINFORCEMENT

Add the following paragraphs to C.5.1.3:

“The concrete cover for all structural concrete elements shall be within the acceptance ranges shown in Table C.5.1 unless otherwise specified on the issued construction drawings. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval. The overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover. All steel fixing wire shall not be cut over into reinforcement but shall be bent into the reinforcement to allow for sufficient cover.

Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to steel fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Where fixing wire is inserted into cover blocks, it shall be galvanised. Cover and spacer blocks manufactured from other materials e.g., plastic, shall be approved by the engineer prior to being used on site. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.”

The Engineer shall have the right to order the immediate removal from site of any plant which he may deem to be unsatisfactory for the proper execution of the work. The Contractor shall obtain satisfactory plant to replace that removed without delay.

Where the mixing and placing of concrete is concerned, the Contractor shall have at least one stand-by machine available for each operation of either mixing, hoisting or transporting and placing processes. No concrete work may be commenced unless the above requirements are met.

Tolerances

Refer to Clause C.6 - Tolerances. Tolerances shall be those applicable to degree 2 accuracy.

PS.C.2 Concrete Finishes

Add the following paragraphs to C.5.2, C.5.3 & C.5.4 accordingly:

Refer to Departmental Specifications part C - clause C.5.3 – ‘Formed Concrete Surface Finishes.’ The finish to exposed concrete surfaces shall be Class 3(a) smooth finish. This is an “off-shutter” finish, and it is generally accepted that the desired finish is only achieved with waterproof timber shutter-boards; no steel shutters shall be used for this finish with the exception that purpose made steel moulds will be permitted for traffic barriers and precast items.

Refer to clause C.5.4 – ‘Concrete Upper Surface Finishes.’ All exposed horizontal concrete surfaces shall be finished to a Class 3 wood float finish unless otherwise indicated. The surface of exposed culvert parapets and traffic barriers shall be to a Class 4 steel trowel finish.

All exposed concrete edges shall receive a 20x20mm chamfer (including foundations), the cost of which shall be included in the rate for shuttering. The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint.

A high standard of finish will be required as the work will be prominent in the public eye.

PS.C.3 Falsework

Clause C.5.2.1. of the Departmental Specification: Part C refers. Clause C.5.2. of Departmental Specifications, Part C refers. The Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the Falsework.

The contractor shall be responsible for any damage to the falsework by flooding and shall take appropriate steps to manage any risk of damage caused by flooding.

The contractor will be required to submit a drawing to the Engineer for record and comment before any falsework is erected. The drawing shall be signed by a registered Professional Engineer certifying that he has checked the design of the falsework and that the drawing is correct and in accordance with the design. Before any load is applied to the falsework, a certificate shall be provided by a professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawing.

Approval by the Engineer of the contractor's proposals for falsework shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of defective materials or flooding. The Contractor shall make good any damage to the completed structure caused by falsework or shuttering. The centring shall be accurately maintained in line and

level. All levels shall be checked with a surveyor's level immediately before concreting is commenced and immediately it is completed. The Contractor shall be entirely responsible for the safe design, construction and dismantling of the falsework.

The Contractor shall make good any damage to the completed structure caused by the falsework or shuttering. The centring shall be accurately maintained in line and level and all levels shall be checked with a surveyor's level immediately before concreting is commenced and immediately it is completed.

PS.C.4 REINFORCED CONCRETE FOOTPATHS AND APPROACHES

Refer to Departmental Specifications part EG - clause EG.8.3 – 'Sidewalks, Footpaths and median barriers.

In situ reinforced concrete slabs shall be constructed in accordance with the provisions of Part EG Specification for Sidewalks, Footpaths and Median barriers and the provisions of Part C Specification for concrete works.

The unit of measurement shall be the cubic metre (m3) of concrete placed. The footpath shall be measured to the neat dimensions specified in construction drawings and as directed by the engineer. The rate shall cover formation preparations, all necessary compaction, supplying and laying of concrete, cutting concrete slabs to size.

PS.C.5 POLYCRETE HANDRAIL SYSTEM

The reinforced concrete pedestrian footpath approaches and walkway shall be supplied and furnished with resin bound cementitious system such as the Polycrete handrails from Brilliant Balustrade or Resocrete or similar approved. The post reinforcement shall project out the bottom of the post and shall form part of the post fixing to the walkway coping. The fixing of the posts to the bridge deck shall be into pre-drilled holes with non-shrink grouts and epoxy adhesives of approved manufacture. The existing vertical posts shall be trimmed to the correct heights. The handrail shall be fixed to the top of the posts with an epoxy paste adhesive of approved manufacturer.

PS.C.6 POLYSULPHIDE SEALANT

The sealant used in expansion joints between parapets / barriers and retaining wall panels shall be a two-component manganese cured polysulphide sealant conforming to B.S.4254 of 1967 - Two-part polysulphide-based sealant for the building industries, as amended.

The contractor can propose the use of any other structural sealant provided the contractor supplies the Engineer all approved technical specifications and it must then be approved by the Engineer.

The tendered rate for cast in-situ parapets shall include for sealing of joints between balustrade units as shown on the issued construction drawings.

PS.C.7 CONSTRUCTION JOINTS

Add to the following C.5.14:

No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the engineer

The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint

The costs for preparation of the construction joints shall be deemed to have been included in the rate tendered for the concrete. Preparation of the joint shall be of utmost importance as a laitance-free surface exposing the clean large aggregate is expected. It is expected that a retarder and either mechanical effort or high-pressure water will be required to achieve the desired surface.

PS.C.8 FOUNDATIONS FOR STRUCTURES

Where pad /spot /strip foundations, foundations slabs or pile caps are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100mm allowance for over break on each applicable side whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of excavations.

PS.C.9 BLINDING FOR STRUCTURES

Add the following to C.8.1:

Concrete blinding shall extend 100mm all around beyond the horizontal dimensions of all formed footings to facilitate placing of the formwork, unless otherwise directed by the Engineer.

In the case of structures where excessive ground water is encountered, the blinding layer may extend over the full plan area of the base of the excavation and beyond the edge of the foundation where required.

PS.C.10 CURING AND PROTECTION

Add the following paragraphs to C.5.13:

Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period but in no instance shall it be less than 7 days unless otherwise approved by the Engineer.

Where a curing compound is used, it shall consist of an approved water based low viscosity

clear wax emulsion applied in accordance with the manufacturer's instructions.

The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish e.g., top of deck slab, then the surface must be protected immediately by appropriate methods approved by the engineer after it is finished, without damage to the surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete. In order to prevent early settlement and shrinkage of the concrete, the concrete placed shall be re-vibrated after initial compaction while the concrete is still in a plastic state. Any remedial measures shall be as approved in writing by the engineer.

On deck slabs, the top surface shall be cured using the method by constantly spraying the entire area of exposed surfaces with water (mist spraying) unless the contractor provides a suitable alternative that is accepted by the Engineer.

PS.C.11 PORTLAND BLAST FURNACE CEMENT

Add the following paragraph to C.8.1

Portland Blast furnace cement may be used in any part of the works except in sewer pipes and where high alumina cement (H.A.C.) has been specified. The Contractor's attention is however drawn to the characteristics of concrete made with this material and he shall ensure that no excavations containing such concrete are backfilled or structures loaded until the concrete being covered or loaded has achieved sufficient strength to withstand the imposed loads.

PS.C.12 NEW SABS SPECIFICATION FOR PORTLAND BASED CEMENT

Add the following paragraph to C.8.1

The new SABS ENV. 197-1 (adopted in 1996): Cement - composition, specification and conformity criteria Part 1: Common Cement, replaces SABS 471 - 1979, SABS 626 - 1971 and SABS 831 - 1971 in Clause C.2 of Part C : Concrete Work.

PS.C.13 DRAINAGE STRIPS

The unit of measurement shall be the linear metre of drainage strips laced behind the earth faces as shown on the drawings.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the strips as shown.

Unitmetre (m)

PS.C.14 PERFORATED DRAINAGE PIPES

Perforated drainage pipes - M65 Netlon drainage pipe Wrapped in Kaymat U34 or similar approved.

The unit of measurement shall be the linear metre of perforated drainage pipes placed behind the earth faces as shown on the drawing.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the perforated pipes as shown including the 300mm wide by 50mm thick mortar bed under the core.

Unitmetre (m)

PS.C.15 PVC PIPES IN STRUCTURES FOR DRAINAGE AND DRAINAGE STRIPS

PS.C.15.1 PVC PIPES IN STRUCTURES FOR DRAINAGE

The unit of measurement shall be the linear metre of PVC drainage pipe and diameter as indicated on the drawings and as per the items.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the pipes as shown on the drawings.

The rate shall also include correctly setting up the orientation and position of the scupper through the deck slab or as directed by the Engineer.

Unitmetre (m)

PS.C.15.2 DRAINAGE STRIPS

The unit of measurement shall be the linear metre of drainage strips laced behind the earth faces as shown on the drawings.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the strips as shown.

Unitmetre (m)

PS.C.16 SEALING JOINTS

The unit of measurement shall be the meter of sealant, seal or waters top of each type installed. The tendered rates shall include full compensation for supplying all materials, forming or cutting the concrete to required shape and size, all labour, equipment and incidentals required for sealing the joint complete in accordance with the prescriptions and for all waste materials.

PS.C.17 DOWEL GUIDES

The unit of measurement shall be the number of dowel/guides of 25mm diameter stainless steel grade 304. The tendered rate shall include full compensation for supplying all materials, including anchor bolts, manufacturing the dowels/guides, transporting, handling and storing, and all labour, equipment and incidentals required for installing the dowel/guides in between barriers as detailed in construction and tender drawings.

PS.C.18 FILLED JOINTS

The unit of measurement shall be the square metre of filled joint calculated from the surface area of the joint. The tendered rates shall include full compensation for supplying and installing the joint filler and all materials required, all labour and incidentals required for completing the filled joint as prescribed. The sealant used in expansion joints between parapets/barriers and retaining wall panels shall be a two-component manganese cured polysulphide sealant conforming to B.S.4254 of 1967 – Two-part polysulphide-based sealant for the building industries, as amended.

PS.C.19 SETTLEMENT AND MOVEMENT CONTROL

The contractor shall fix benchmarks as directed by the engineer or as shown in drawing number 49219. The benchmark shall be manufactured from grade 316 stainless steel round bar of 10mm diameter and 60mm long. The protruding end shall be rounded to remove sharp edges. The benchmark shall be drilled and epoxied 40mm deep into the structure as directed by the Engineer.

It shall be the responsibility of the contractor to record the levels of these benchmarks weekly during the construction and at least once monthly during the maintenance period of the contract. Levels shall be correct to the nearest millimetre and shall be taken with a metric staff. A copy of the level results shall be made available to the engineer as soon as they have been taken. Check levels may also be requested by the engineer from time to time.

PS.C.20 NUMBERS FOR STRUCTURES

The unit of measurement shall be the number of complete numbers formed in concrete. A bridge number may consist of a combination of letters and digits e.g., B1988.

The tendered rates shall include full compensation for providing and forming the numbers in concrete, and for all material, labour and equipment required in this connection. The Engineer shall inform the contractor in writing where the numbers should be formed. The dimension size of the fonts are 50mm and 75mm in height. The minimum concrete cover over the steel reinforcement behind the numbers shall not be less than the prescribed cover for the structural member in question.

PS.DD EARTHWORKS FOR STRUCTURES

PS.DD.1 EXCAVATION WORKS

Excavation shall be carried out in accordance with the Departmental Specification Part DD - Earthworks for Structures. Full lateral support shall be required where the depth of vertical excavations exceed 1.0m. Otherwise the embankments shall be battered back to at least 1 in 1.5. Full lateral support shall be provided in terms of sheeting, timbering, strutting and shoring to ensure the safety of the workmen and to secure any structures, roads or services adjacent to the excavations. Excavated material shall be stockpiled on site for later use as backfill material unless directed otherwise by an engineer. No material shall be taken to spoil unless the Engineer shall have issued written approval. The measurement shall be the cubic metre (m³) of excavated material. Excavation measurements for structures are measured to the neat dimensions of the foundation in plan as if excavated with vertical sides. An extra over measurement for rock/bedrock shall only be allowed should blasting or the use of explosives be utilized which an item in the BOQ has been provided. Where the sides of footings are specified as being cast against rock, the excavation overbreak outside the neat foundation dimensions shall be made up in concrete and tenderers shall make allowance for this in their excavation or concrete rates. The backfilling and compaction shall be done with due regard to Clauses DD.5.6 and DD.8.3. Compaction is to be 95% Mod. AASHTO in layers of no deeper than 300mm. All excavated material is to be stockpiled on site for future use. Loose patches or patches of unsuitable material shall be remedied in accordance with the instructions by the engineer.

PS.DD.2 COFFERDAMMING AND DEWATERING

A sum item has been provisionally included in the Bill of Quantities should the systems be required. The drainage measures, except for pumping, shall be maintained until backfilling is complete. Pumping may be interrupted at various stages of construction with prior approval with an engineer. Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away. Tenderers shall make allowances in their tendered rates for the design, installation and removal on completion of any cofferdamming, protection works, river diversions and dewatering as is required.

PS.DD.3 CEMENT STABILISED BACKFILL

Where indicated on the drawings or directed by an engineer, backfill material shall be stabilised by addition of 2 packets of cement per cubic metre (m³) of backfill (approximately 1:25 mix by volume). In order to produce a homogeneous mixture the backfill material shall either be mixed using a suitable mixer or mixed by hand before placing. Sufficient water must be added without saturating the mixture to achieve uniform mixing and compaction. Processing, placing and compaction must be completed within a period of 6 hours from the time the cement is first added to the material.

The unit of measurement shall be the cubic metre (m³) and shall be measured Extra Over to item DB.8.5 'Excavation and Backfilling.' The unit rate for cement stabilisation of the backfill shall also include for -

- a) The supply of cement
- b) All mixing and processing of the backfill material; and
- c) Complying with a time restriction of 6 hours.

PS.DD.4 STOCKPILE

No extra over stockpile handling fee shall be payable over and above the item provided in the Bill of Quantities (BOQ). The tenderer shall include in the bulk earthworks rates, any costs that he could incur as a result of stockpiling material on site. The stockpile area shall be identified in consultation with an engineer

PS.DD.5 OVERHAUL

Notwithstanding the requirements of Clause F.8.1 and Clause F.8.2, no additional payment shall be made for haulage. The rates tendered for items in Part F of the Bill of Quantities shall include the cost of haulage.

PS.DD.6 TOLERANCES

Clause DD.6 of the Departmental Specifications shall be amended to read as follows:

The allowable tolerances shall be:

- (a) The design angle ± 2 degrees for the angle of the cut or fill slope
- (b) Not less than the design width, nor more than 300 mm greater than the design width for the transverse horizontal embankment width at any level, and
- (c) the layer thickness ± 20 mm for topsoil
- (d) for the formation, the Contractor will be required to place level pegs in a grid formation at intervals of 10m and elevation tolerances shall be taken on a section of the works.

The standard deviation for the differences between the actual and design levels shall not be greater than 10mm.

PS.DD.7 REINSTATEMENTS

The excavated area is to be reinstated to its original state or better. The soil is to be replaced in layers not exceeding 300mm lifts. The backfilling and compaction shall be carried out in accordance with the provisions of Clauses DD.5.6 and DD.8.3. of Departmental specifications. Compaction shall be as specified in construction drawings, as directed by an engineer or to 95% Mod. AASHTO where not specified.

PS.DD.8 TEMPORARY WORKING PLATFORM

a) Work on, over, in or adjacent to watercourses

The contractor shall make allowance for a temporary working platform across the stream bed for the staging for the deck. The contractor shall be responsible for any damage to the falsework by flooding and shall take appropriate steps to manage any risk caused by flooding. The flow of the stream and conservation of marine and freshwater life shall be maintained at all times in accordance with the EMPr.

Special authorization may be required in terms of applicable legislation for undertaking certain water use activities. These activities may include impeding or diverting flow of water in a watercourse or altering bed, banks, course or characteristics of a watercourse, pollution of water resources or the use of naturally occurring water for construction activities. These requirements shall be specified in the project related Environmental Management Programme.

b) Access requirement

As far as reasonably possible, the Contractor shall use existing access paths, tracks and roads to access the construction site to reduce impact thereof. Where no access exists, the Contractor shall take cognizance of sensitive areas (e.g. surface water, natural vegetation, steep banks, etc.) when determining location of access.

c) Erosion and sedimentation prevention

The Contractor shall exercise sedimentation and erosion control to the satisfaction of the Engineer. The Contractor shall protect areas susceptible to erosion by installing the necessary temporary and permanent drainage works. The Contractor shall implement measures to prevent migration of fill material from works to existing water bodies.

d) Water quality requirements

The Contractor shall, if required by the project specification, undertake water quality

measurements of the river.

e) Wastewater requirements

The Contractor shall prevent pollution of surface or groundwater

f) Method Statements

Method statements shall be prepared and submitted to the Engineer for prior approval for each facet of the work at the start of construction.

The onus lies with the Contractor to ensure that the information is gathered and associated activities are completed expeditiously.

No permanent works shall commence until the Engineer's approval has been obtained.

g) Measurement and Payment

The rate of measurement shall include all necessary items for the establishment, maintenance, and removal of the temporary working platform on completion. 75% of this Sum shall be paid on installation and the remaining 25% on removal at completion.

PS.DD.9 RIVER DIVERSION, COFFER DAMMING AND DE-WATERING

PS.DD.9.1 Cofferdams

Before starting with construction, the Contractor shall submit drawings to the Engineer, which show details of cofferdams and method of construction, for his information. All risks related to such cofferdams, **including the risk of flooding**, shall remain exclusively with the Contractor

PS.DD.9.2 Excavation support systems

The Contractor shall provide complete details of proposed shoring systems or temporary earth retaining systems including a design details for any location where the relevant system is required. All excavations are to be under the supervision of the qualified and experienced site personnel.

PS.DD.9.3 Temporary access roads

In the event that no existing roads or tracks can be utilized to access the site of the foundation works, proposals for access roads shall be submitted to the Engineer for approval prior to starting any work on the access.

The Contractor may use any material deemed suitable with due consideration of requirements of the EMP and for water quality.

If sheet piling is used, cofferdams shall be adequately braced, weighted and anchored and shall be as watertight as practicable. A concrete foundation seal shall be required before the cofferdam is dewatered.

The Contractor shall apply suitable, effective drainage methods for preventing the ingress of water into excavations and to keep them dry. The preventative measures shall include construction and maintenance of intercepting and diversion berms and drainage channels, with all channels **effectively draining towards lower-lying natural drainage routes or sumps**, with all necessary bailing and pumping equipment supplied, operated and maintained by the Contractor.

The Contractor shall be responsible for the design, installation and removal on completion of any coffer damming, protection works, river diversions and dewatering so required during the construction process.

The excavation for the construction of the pile-caps / footings may require coffer-damming and dewatering. The Sum item in the Bill of Quantities shall cover the coffer-damming and dewatering and the tenderers are required to assess the type of and quantity of dewatering that they may require and price accordingly. 75% of this Sum shall be paid on installation and the remaining 25% on removal at completion.

PS.F PROTECTION WORKS

PS.F.1 Topsoiling

PS.F.1.1 Materials

The soil shall be loamy with a well-defined crumb structure, neither too sandy nor too clayey. It shall contain evidence of fibrous plant roots and shall be free from perennial weed root stocks, stone, glass, metallic and plastic substances.

The imported topsoil shall be obtained from a source approved by the Director: Parks.

A 1 kg sample of the topsoil shall be submitted for approval to the Engineer 4 weeks before the topsoiling operation commences.

PS.F.1.2 Measurement and Payment

The unit of measurement shall be the square metre (m²). Further to Clause F.8.1 and F.8.2, the rate shall include for the purchase, supply, transport, mixing, distributing, spreading, trimming and finishing of the topsoil and compost mixture.

PS.F.2 Overhaul

Notwithstanding the requirements of Clause F.8.1 and Clause F.8.2, no additional payment shall be made for haulage. The rates tendered for items in Part F of the Bill of Quantities shall include the cost of haulage.

PS.F.3 Gabion Baskets

Materials and construction shall be as is specified in Clause F.5.5 and F.6.3, and measurement and payment as is specified in Clause F.8.6 of the Standard Engineering Specification.

Box gabions shall consist of rectangular units, fabricated from a double-twist, hexagonal mesh of soft annealed zinc coated wire with a PVC sleeve. The quality of the wire and zinc coating shall meet all the requirements of SABS 1200 D.K. specifications. The mesh panels shall be reinforced at all the edges with wires of a larger diameter than that used for manufacturing the mesh. Prior to filling the boxes with stone, the boxes may be divided into cells by fitting diaphragms to make assembly and erection simpler.

All wire used for fabrication of the mesh and the lacing, bracing and connecting of cages shall be mild steel conforming to S.A.B.S. 675 with a Class A zinc coating or equivalent and, in additions, shall be plastic coated. The zinc coating shall have a mass per unit area at least

equal to the value tabulated below.

Table 1 : Minimum Mass of Zinc Coating

Nominal Diameter of Wire		Minimum Mass of Zinc Coating per Unit Area g/m ²
Over mm	Up to and Including mm	
1.8	2.24	240
2.24	2.72	260
2.72	3.55	275

PS.F.3.1 Mesh

The wire shall be machine woven into an hexagonal mesh, the joints being formed by twisting each pair of wires through not less than one and a half turns.

PS.F.3.2 Woven Cages

The gabion mesh shall be supplied cut, selvedge and ready for folding into a rectangular cage complete with lid, and panels, and diaphragms dividing the cage into compartments.

All panel edges which are required to be laced on site shall be selvedge. Selvedge wires shall be woven integrally with the mesh, except at cut ends where they shall be tightly bound to the cut wire.

Sufficient plastic-coated galvanised wire for lacing, bracing and connecting shall be supplied with the gabion cages to complete all the wiring operations that are necessary for the assembly and installation of the cages.

PS.F.3.3 Rock Fill

The rock fill shall consist of clean, hard un-weathered rock fragments free from fissures and flaking, fragments free from fissures and flaking.

PS.F.4 Fencing

Precast Fence panels

Palisade Fencing

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Structural Works: It details all the Structural Works for the Contract.
Drawing No. [49219](#)

C3.5.2 STANDARD DRAWINGS

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

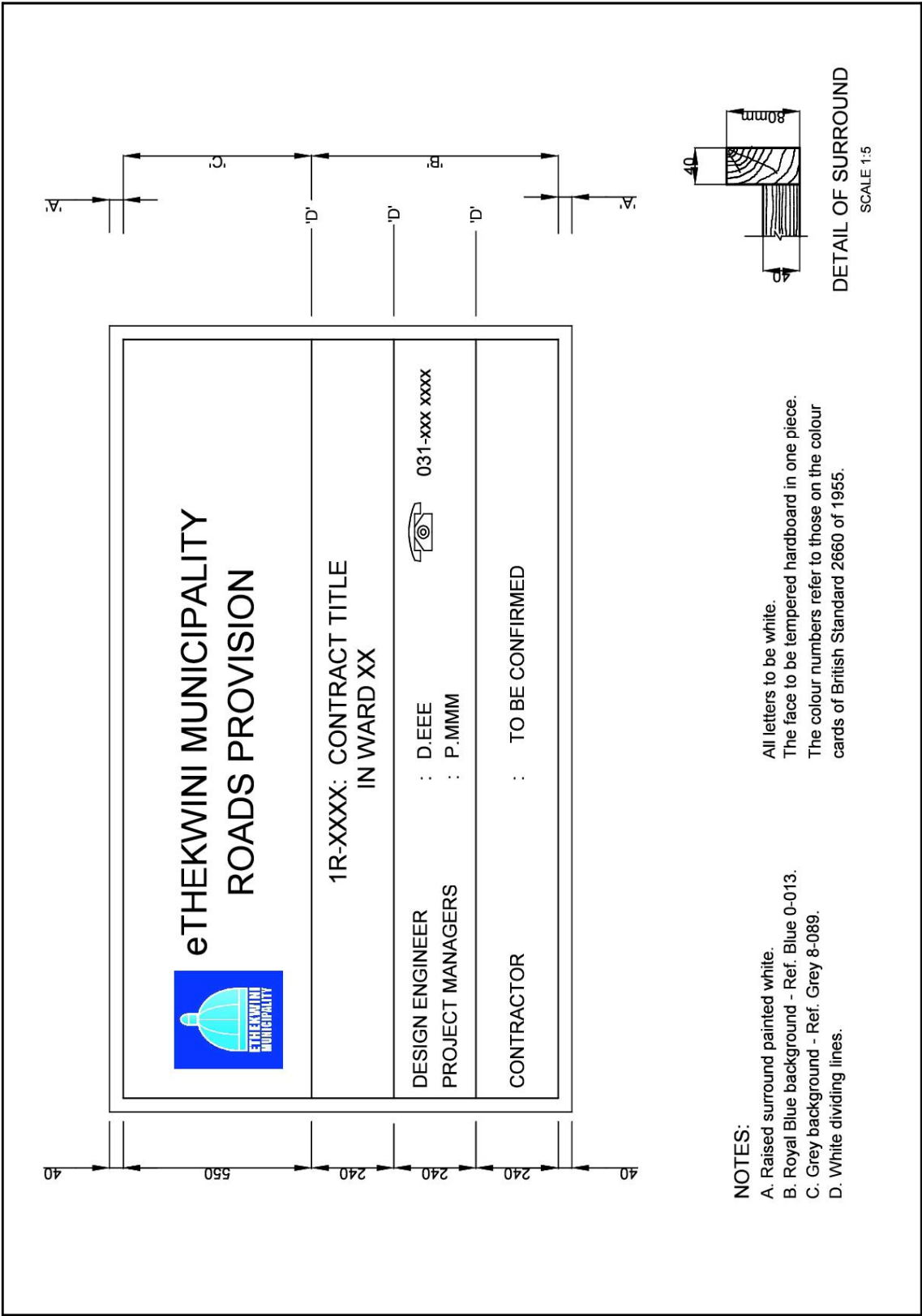
Not applicable in this contract.

C3.6: ANNEXURES

C3.6.1 Returnables Check list.

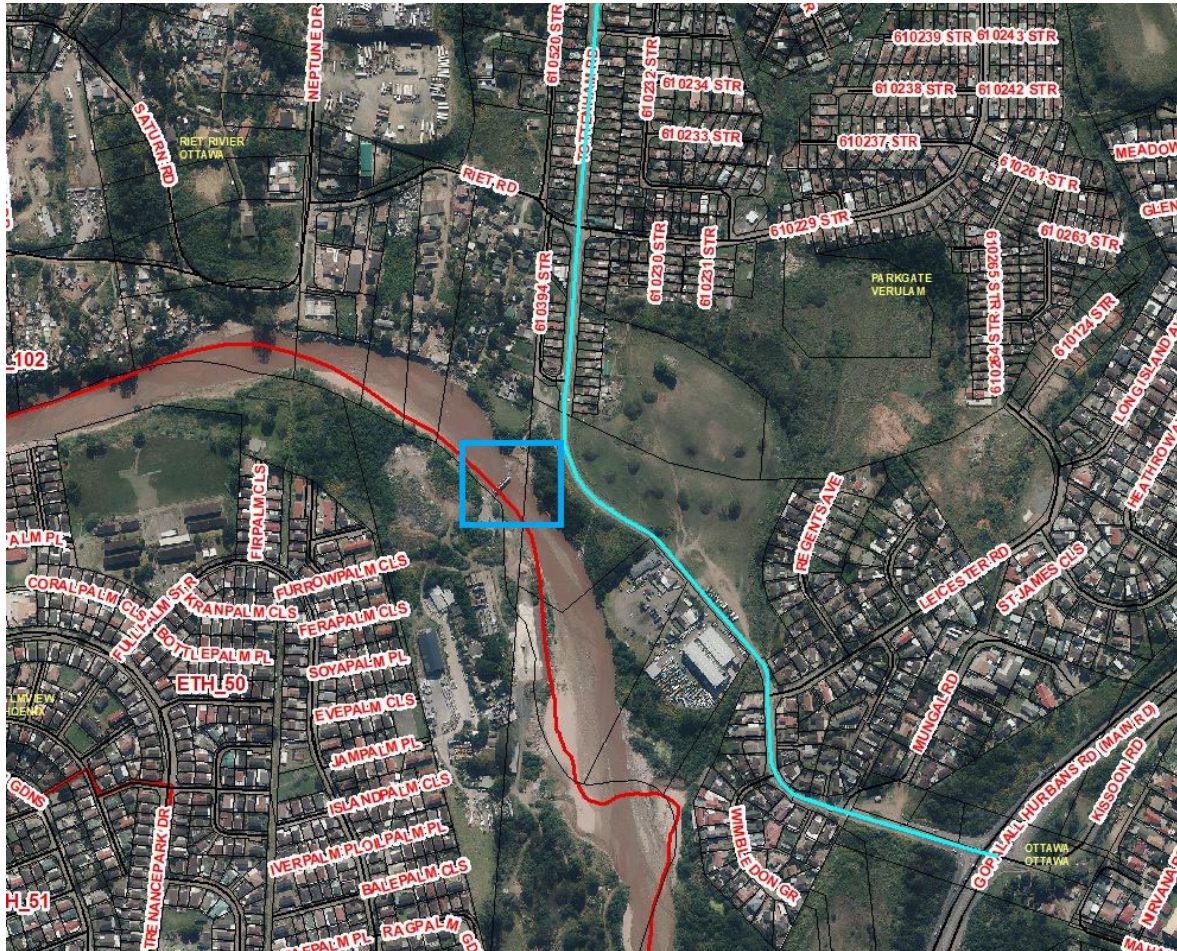
Tenderers Returnables Checklist		✓
Company Specifics		
1	Certificate of Attendance at Clarification Meeting	
2	Certificate of Authority	
Entity Specific – (to submit a copy for each partner in a Joint Venture if applicable)		
3	Compulsory Enterprise Questionnaire	
4	General Enterprise Information	
5	Tax Compliance Status PIN / Tax Clearance Certificate	
6	Contractor's Health and Safety Declaration	
7	MBD4 : Declaration of Interest	
8	MBD5 : Declaration For Procurement Above R10 Million (if applicable)	
9	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	
10	MBD8 : Declaration of Bidder's Past SCM Practices	
11	MBD9 : Certificate of Independent Bid Determination	
12	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	
Eligibility		
13	Declaration of Municipal Fees	
14	Registration with Compensation Commissioner	
15	CSD Registration Report	
16	Verification of CIDB registration and status	
17	Experience of Tenderer	
18	Letter of good standing	
Contractual		
19	Joint Venture Agreements (if applicable)	
20	Record of Addenda to Tender Documents	
21	Amendments, Qualifications and Alternatives	
22	Form of Offer	
23	Data to be provided by contractor (C1.2.2.2)	
24	Bill of Quantities	
Additional Documents		
25	Company financials (audited)	
26	Company registration	
27	Company registration certificate	
28	Letter of authority to sign	
29	Letter of intent to provide surety	
30	CSD registration report	
31	Quality Management System	
32	BEE Status/Level (including a consolidated BEE Status/Level for Joint Venture, if applicable)	

C3.6.2 Notice Board.



PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



Location of Tottenham Pedestrian Bridge

C4.2 CONDITIONS ON SITE

The conclusion of preliminary Geotech investigation report noted the following:

- Deep alluvial sediments, comprising clays, silts, sands and potentially boulders, must be expected.
- It is envisaged that the most suitable foundations comprise a piled solution socked into bedrock.

C4.3 TEST RESULTS

There are no specific test results.