



CLUSTER
TRADING SERVICES

UNIT
WATER AND SANITATION

DEPARTMENT
OPERATIONS

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: **30850-5W**

Contract Title: **Manual Leak Detection on foot for visible and non-visible leaks and subsequently repair leaks, for the South Region within eThekweni Municipality for a period of Thirty-Six (36) Months.**

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

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **There will be no clarification meeting.**

Nondumiso Mkhasibe; Tel: 031-312 7867; eMail:
Nondumiso.Mkhasibe@durban.gov.za

Queries can be addressed to:

The Employer's Agent's:

Representative:

Yolanda Mbelu; Tel (031) 311 8519; eMail:
Yolanda.Mbelu@durban.gov.za. Email queries to be submitted by 16 January 2025 and consolidated answers to questions to be uploaded 23 January 2025.

TENDER SUBMISSION

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

Delivery Location:

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

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

Closing Date/ Time: **Friday, 31 January 2025**

at 11h00

FOR OFFICIAL USE ONLY

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

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: OPERATIONS

Date of Issue: 22/11/2024

Document Version 24/02/2023(a)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works to **Do Manual Leak Detection on foot for visible and non-visible leaks and subsequently repair leaks, for the South Region within eThekweni Municipality for a period of Thirty-Six (36) Months.**

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: OPERATIONS	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 5 SO/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	Nondumiso Mkhasibe; Tel: 031-312 7867; eMail: Nondumiso.Mkhasibe@durban.gov.za Yolanda Mbelu; Tel (031) 311 8519; eMail: Yolanda.Mbelu@durban.gov.za	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Nondumiso Mkhasibe; Tel: 031-312 7867; eMail: Nondumiso.Mkhasibe@durban.gov.za Yolanda Mbelu; Tel (031) 311 8519; eMail: Yolanda.Mbelu@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 Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. SSS Queries Contact: Lindo Dlamini; Tel: 031-3227133/031-3227153 email: supplier.selfservice@durban.gov.za	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 31 January 2025	F.2.15

at or before **11h00**.

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
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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: **OPERATIONS**

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 **eThekwini Municipality's Website** at URLs:

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

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

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

Nondumiso Mkhasibe; Tel: 031-312 7867; eMail: Nondumiso.Mkhasibe@durban.gov.za

Yolanda Mbelu: Tel (031) 311 8519; eMail: Yolanda.Mbelu@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 eThekwini Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier

Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

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

The following are to be noted:

- (a) The information for registration as in the possession of the 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 **SO/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 **SO/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 **SO/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

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

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

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

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

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

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

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

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

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

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

“Addenda will be published, in electronic format, on the 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:

Nondumiso Mkhasibe; Tel: 031-312 7867; eMail: Nondumiso.Mkhasibe@durban.gov.za

Yolanda Mbelu: Tel (031) 311 8519; eMail: Yolanda.Mbelu@durban.gov.za

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 (in electronic format) by the eThekweni Municipality.

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

- Contract No. : **30850-5W**
- Contract Title : **Manual Leak Detection on foot for visible and non-visible leaks and subsequently repair leaks, for the South Region within eThekweni Municipality for a period of Thirty-Six (36) Months.**

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

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

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

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

Parts of each tender offer communicated on paper shall be submitted as an original, **plus X copies.**

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, 31 January 2025**
- Time : **11h00**

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

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

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

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

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

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.

Functionality

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

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

Preference Point System

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

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

Price Points

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

It is unclear (at the time of advertising) which of the two preference point systems applies. Either the **80/20** preference point system will apply, determined by the price offered by the lowest acceptable tender.

Preference Points

Refer also to T2.2: "MBD 6.1: Preference Points Claim".

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

- **Ownership Goal**

Goal Weighting: 60%

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.

Criteria	80/20	90/10
Equals 0%	n/a	0
Between 0% and 51%	n/a	5
Greater or equal to 51% and less than 100%	n/a	7
Equals 100%	n/a	10
Equals 0%	n/a	0
Between 0% and 51%	n/a	5
Greater or equal to 51% and less than 100%	n/a	7
Equals 100%	n/a	10
Maximum Goal Points:	n/a	

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

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

The Weightings of the Ownership Categories will be:

- $w_1 = 60\%$, $w_2 = 40\%$, (where: $w_1 + w_2 = 100\%$)

- RDP Goal: The promotion of South African owned enterprises
Goal Weighting: 40 %

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

Location	80/20	90/10
Not in South Africa	n/a	0
South Africa	n/a	4
Kwa Zulu Natal	n/a	7
eThekweni Municipality	n/a	10
Maximum Goal Points:	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. The municipality has a firm intention to proceed with the work, subject to funding being identified.

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

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

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

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.5 Functionality Specification

The value of W2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		40
Experience of Key Staff	Site agent	10
	Leak Tracer	10
	Plumber	10
Preliminary Programme		15
Construction Methodology & Quality Control		15
Maximum possible score for Functionality (M _s)		100

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

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

to the following table:

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

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	Experience of Tenderer relevant to the works advertised
Experience of Key Staff	- Proposed Organization and Staffing - Key Personnel - CV's with Experience of Key Personnel
Preliminary Programme	Preliminary Programme
Construction Methodology & Quality Control	- Construction Approach, - Methodology, and Quality Control - Schedule of Proposed Subcontractors - Plant and Equipment

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	20	Poor Submission - response / answer / solution is unrelated to the scope of work or does not have sufficient description of scope
2	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
3	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
4	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
5	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

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

- “successfully completed” implies a project has been completed on time and to specification;
- “similar nature” implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations (The contractor or Tenders must have experience in visible and non-visible leak tracing and water pipe repairs. This contract comprises of the provision of professional leak detection services in the eThekweni Municipality as well as the coordination and monitoring of leak repairs. One individual Tenderers or Contractors will be awarded to focus on each region, namely Southern Region)
- “experience” implies experience on projects of a similar nature (experience in visible and non-visible leak tracing and repairs)
- “accredited degree / diploma” implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 projects</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>4 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>5 + projects</u> of a similar nature within the past 10 years.

Criterion: Experience of Key Staff			
	SITE AGENT	Leak Tracer	PLUMBER
Level 0	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.
Level 1	Minimum 1 year relevant experience including experience on projects of a similar nature.	Minimum 1 year relevant experience including experience on projects of a similar nature.	Minimum 1 year relevant experience including experience on projects of a similar nature.
Level 2	Minimum 2 years relevant experience including experience on projects of a similar nature.	Minimum 2 years relevant experience including experience on projects of a similar nature.	Minimum 2 years relevant experience including experience on projects of a similar nature.
Level 3	Minimum 3 years relevant experience including experience on projects of a similar nature.	Minimum 3 years relevant experience including experience on projects of a similar nature.	Minimum 3 years relevant experience including experience on projects of a similar nature.
Level 4	Minimum 5 years or more relevant experience including experience on projects of a similar nature.	Minimum 5 years or more relevant experience including experience on projects of a similar nature.	Minimum 5 years or more relevant experience including experience on projects of a similar nature.
Level 5	Minimum 10 years relevant experience including experience on projects of a similar nature.	Minimum 10 years relevant experience including experience on projects of a similar nature.	Minimum 10 years relevant experience including experience on projects of a similar nature.

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

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

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

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

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

T2.1.2 Returnable Schedules, Forms and Certificates**Entity Specific**

T2.2.1	Compulsory Enterprise Questionnaire	19
T2.2.2	Certificate of Attendance at Clarification Meeting	21
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	22
T2.2.4	Contractor's Health and Safety Declaration	23
T2.2.5	MBD 4: Declaration of Interest	25
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million	27
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	28
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	30
T2.2.9	MBD 9: Certificate of Independent Bid Determination	33
T2.2.10	Joint Venture Agreements (if applicable)	36
T2.2.11	Record of Addenda to Tender Documents (if applicable)	37

Eligibility

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T2.2.13	Eligibility: Registration with Compensation Commissioner	39
T2.2.14	Eligibility: CSD Registration Report	40
T2.2.15	Eligibility: Verification of CIDB Registration and Status	41
T2.2.16	Eligibility: Experience of Tenderer	42

Technical or Functionality Evaluation

T2.2.16	Experience of Tenderer	42
T2.2.17	Proposed Organisation and Staffing	43
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T2.2.20	Preliminary Programme	46
T2.2.21	Construction Approach, Methodology, and Quality Control	47
T2.2.22	Schedule of Proposed Subcontractors	48
T2.2.23	Plant and Equipment	49
T2.2.24	Contractor's Health and Safety Plan	50

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [19](#) to [37](#).

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekweni Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
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 OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

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

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

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

- (i) By whom will training be provided?
(ii) When will training be undertaken?
(iii) Positions to be filled by persons to be trained or hired:

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 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 OHS 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 OHS 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? 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. 2.2 If YES, provide particulars. 		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 3.1 If YES, provide particulars. 		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 		

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	3.6	
Ownership Goal: Gender (female), Youth & Disable	2.4	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (20 Maximum)		

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, and qualifies the tendering entity for the preference 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:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

NOTES

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 JOINT VENTURES AGREEMENTS

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

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail

Print

Contractor Detail

CRS Number:

Type of Enterprise:

Contractor Name:

Registration Date:

Trading Name:

Expiry Date:

Status:

Contractor Grades

Grade:

Back

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

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.19 EXPERIENCE OF KEY PERSONNEL

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

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

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

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

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.20 **PRELIMINARY PROGRAMME**

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

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

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

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

Quality Control

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

[illegible]

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.

SIGNATURE:

T2.2.23 PLANT AND EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA**C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **30850-5W**

Contract Title: **Manual Leak Detection on foot for visible and non-visible leaks and subsequently repair leaks, for the South Region within eThekweni Municipality for a period of Thirty-Six (36) Months.**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS
30850 (5W) - SOUTH REGION

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

1.	Subject	:	.....
	Details	:	.....
		:	
2.	Subject	:	.....
	Details	:	.....
		:	
3.	Subject	:	.....
	Details	:	.....
		:	

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

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

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

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

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

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

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

C1.2.2 CONTRACT DATA**C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

1.1.1.13 The Defects Liability Period, from the date of the Certificate of Completion, is **1 Year**

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is **36 months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Water and Sanitation : Manager: **WATER OPERATIONS**

1.2.1.2 The address of the Employer is:

Physical: **Water and Sanitation unit, 3 Prior Road, Durban, 4000**

Postal: **Water and Sanitation unit, 3 Prior Road, Durban, 4000**

Telephone: **031 311 8600**

Fax: **N/A**

E-Mail: **Ednick.Msweli@durban.gov.za**

The name of the Employer's Agent **Nondumiso Mkhasibe**

1.2.1.2 The address of the Employer' Agent is:

Physical: **14 Scott Road, Pinetown**

Postal: **14 Scott Road, Pinetown**

Telephone: **031-322 7867**

Fax: **N/A**

E-Mail: **Nondumiso.Mkhasibe@durban.gov.za**

1.1.1.26 The Pricing Strategy is by Fixed Price (Lump Sum).

- 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:
- Council approval in order to authorize any expenditure in excess of the Tender Sum plus 8% contingencies.
- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent as part of the key staff. It is a requirement for the Contractor's Site Agent to have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent 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:
- 5.3.1 The documentation required before commencement with Works execution are:
- i. Health and Safety Plan (refer to Clause 4.3)
 - ii. Initial Programme (refer to Clause 5.6)
 - iii. Security (refer to Clause 6.2)
 - iv. Insurance (refer to Clause 8.6)
 - v. CV(s) of Key Site Staff (refer to Clause 4.11.1)
 - vi. CPG Implementation Plan (if applicable)
- 5.3.2 The time to submit the documentation required before commencement with Works is **14 Days**.
- 5.3.3 Add the following paragraph:
- "If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The non-working days are **Saturdays and Sundays**.
- (5.1.1) The special non-working days are:
- All statutory holidays as declared by National or Regional Government.
 - The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.
- 5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".
- 5.12.2.2 Abnormal Climatic Conditions (Rain Delays) - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant

on site could not work during that specific working day.

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

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

5.13.1 The penalty for delay in failing to complete the Works is **R 3 500 (per Day)**.

5.13.2 The programme shall be submitted within **21 days** of the award of the contract.

5.16.3 The latent defect liability period is **10 years**

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

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

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

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

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

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

6.8.2 Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in

accordance with the Contract Price Adjustment Schedule (section 24 (1a) SCM Policy:

- 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: **R50 000.00**
- 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 1 000 000.00**
- 8.6.1.4 Ground Support Insurance:
- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 1 000 000.00**
 - Maximum first excess: **R10 000.00**
- 8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 5 000 000.00**
- 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: **R 25 000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 1 000 000.00.**
- Maximum first excess: **R 20 000.00.**

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **R 10 000.00.**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **R 20 000.00.**
- Minimum amount for transit of materials to site: **R 10 000.00**

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

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the

Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

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

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

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

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

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

10.8.1 Failing ad-hoc adjudication, the determination of disputes shall be by court proceedings.

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:

.....

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

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

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

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

is a condition of contract that the contractor must allow for a minimum of **30%** (to investigate all visible above ground leaks and compile spreadsheet with location details and report them back to main contractor for repairing.) of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black** owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance

has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 5 pages. The pages are numbered **BoQ 1 to BoQ 5**

C2.2.1 BILL OF QUANTITIES A – The Provision of Manual Leak Detection on Foot and Repair for Visible and Non-Visible Leaks in all Regions of EThekweni Municipality for 36 Months

Section 1 : Fixed P&G

Item Number	Payment Refers	Description	Unit	Quantity	Rate	Amount
		SECTION 1 : PRELIMINARY AND GENERAL				
1	GCC 2015	Fixed-Charge Items		1		
1.1		Formal Contract	Sum	1		
1.2	PS-6	Insurance of works, materials and damage to persons and property.	Sum	1		
1.3	PS-4	Third Party Insurance	Sum	1		
1.4	PS-4	Workmen's Compensation	Sum	1		
1.5	PS1; 2	Initial supply of plant, material, labour and services required by the Contractor	Sum	1		
1.6	PS-8; PAM Part AH	Full compliance with OH&S Act 85 of 1993	Sum	1		
1.7	PS-7	Accommodation of traffic	Sum	1		
1.8	PS- 18	Provision of CLO	Prov Sum	1		260 000
1.9		Allow the following additional items which the tenderer requires to be priced separately :				
1.9.1		a)				
1.9.2		b)				
1.9.3		c)				
Total Carried to Summary						

30850 (5W) - SOUTH REGION

Section 2 :Time Related P&G

Item Number	Payment Refers	Description	Unit	Quantity	Rate	Amount
		SECTION 2 : PRELIMINARY AND GENERAL - TIME RELATED ITEMS				
2	GCC 2015	Time-Related Charge Items				
2.1	PS-8; PAM Part AH	Full compliance with OH&S Act 85 of 1993, provision of safety equipment, holding of safety meetings etc.	Month	36		
2.2	PS-13	Supply the services of Four (5) Qualified plumbers with a minimum of 5 years with an extensive knowledge of industrial plumbing	Month	36		
2.3	PS-11					
2.4	PS-16	Progress reporting per Reservoir Zone in line with Leak Detection Surveys completed	Month	36		
2.5		Allow the following additional items which the tenderer requires to be priced separately :				
2.5.1		a)				
2.5.2		b)				
2.5.3		c)				
Total carried to Summary						

30850 (5W) - SOUTH REGION**Section 3 : Leak Detection Services**

Item Number	Payment Refers	Description	Unit	Quantity	Rate	Amount
		SECTION 3: PROVISION OF LEAK DETECTION SERVICES				
		Leak Detection Surveys:				
3.1	PS - 9,10	Level 2 leak detection services on all reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	km	4500		
3.2	PS - 9,10	Level 3 leak detection services on all reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	km	500		
3.3	PS - 9,10	Level 4 leak detection services on all reticulation pipes and service connections of all materials and diameters in accordance with the project specification.	km	500		
3.4	PS - 9,10	Level 5 leak detection services on all trunk mains of all materials and diameters in accordance with the project specification.	km	250		
Total carried to Summary						

30850 (5W) - SOUTH REGION**Section 4 : Road Reinstatement**

Item Number	Payment Refers	Description	Unit	Quantity	Rate	Amount
4.1	PS 19	SECTION 4: Road Reinstatement Reinstate excavated road layer works to original specifications for the following road categories				
4.1.1		Category B	m ²	100		
4.1.2		Category C	m ²	150		
4.1.3		Category D	m ²	150		
4.1.4		Category E	m ²	150		
Total carried to Summary						

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SUMMARY:

DESCRIPTION	AMOUNT
SECTION 1 : PRELIMINARY AND GENERAL	
SECTION 2 : PRELIMINARY AND GENERAL - TIME RELATED ITEMS	
SECTION 3: PROVISION OF LEAK DETECTION SERVICES	
SECTION 4 : ROAD REINSTATEMENT	
TOTAL	
VALUED ADDED TAX (15%)	
TENDER SUM CARRIED TO FORM OF OFFER C1.1.1.1 OF TENDER	

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C3: SCOPE OF WORK

PAGE

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C3.2	PROJECT SPECIFICATIONS Bookmark not defined.	Error!
	PS.1 Programme, Method of Work, and Accommodation of Traffic	
	PS.2 Services	
	PS.3 Watermains	
	PS.4 Sewers	
	PS.5 Stormwater	
	PS.6 Electrical Plant	
	PS.7 Telkom S.A. Limited / Neotel Plant	
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	PS.9 Management of the Environment	
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C3.3	STANDARD SPECIFICATIONS Bookmark not defined.	Error!
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C3.5	CONTRACT AND STANDARD DRAWINGS Bookmark not defined.	Error!
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C3.6	ANNEXURES	94

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 BACKGROUND

This project forms part of the five-year master plan of the Non-revenue water (NRW) Branch. There is a significant volume of water being lost as a result of water leaks. Most leaks occurring within rural and township areas are not reported by the community and water loss increases significantly and therefore a more proactive leak detection is required. The contract aims to reduce water losses by repairing visible and non-visible water leaks thus saving water and increasing revenue.

C3.1.2 EMPLOYER'S OBJECTIVES

The objective of the project is to provide active leak detection and repair services on water mains and reduce the amount of water loss and NRW percentage to achieve the target of 25% of NRW. This contract comprises of the provision of professional leak detection services in the SOUTH area of the eThekweni Municipality as well as the coordination and monitoring of repairs. One individual Tenderer or Contractor will be awarded to focus on this region.

C3.1.3 Description of Works

This contract comprises of the provision of professional leak detection services in the eThekweni Municipality as well as the coordination and monitoring of leak repairs. One individual Tenderers or Contractors will be awarded to focus on each region, namely Southern Region.

The project is split into two focus areas, namely Formal Areas and Informal Area. The scope of work required under each of areas is as follows:

Formal Areas, defined as areas with registered cadastral, street names and addresses. The contractor's role would be a **Find and Repair** visible and non-visible leaks discovered. Contractor is to have at least 4 skilled and qualified plumbers who will carry out the works. This includes all pipe size in all operational areas of eThekweni, both Formal and informal.

The leak detection services will be carried out on a "per kilometre of reticulation" basis and the Contractor will be directed to work as per the findings of the investigations carried out prior to repairs. The Client will be directing the Contractors' work activities in more than one Reservoir Zone simultaneously.

When and where required the contractor is to carry out four different levels of leak detection through this contract, ranging from simplified visual/mechanical leak detection surveys up to advanced electronic leak detection surveys in accordance with the specifications contained herein.

The contractor will be responsible for the follow activities:

- Investigations which involve finding leaks in the mentioned leak detection levels
- Repairing of all leaks,
- Buying of material as and when there's no availability at the EWS stores.

- Stock control and material balancing
- Supervision of works, including contractors plumbers
- Equipment management and data download
- Field data and leak reporting compilation
- Repair verification including Quality control/assurance
- Summary reports

NB: The contractor is required to supply vehicles and security (where required) for all their staff.

The Contractor will liaise with and report to the nominated Technician.

The Contractor will be responsible for the following during the contract:

- Conducting active leak surveys on designated reticulation and trunk mains
- Identifying, managing, categorising and reporting on suspected leak positions
- Identifying possible illegal connections
- Coordinating leak repair activities
- Reporting on all leaks located and repaired in accordance with the specifications.
- Taking photos and landmarks of before and after each leak repair, as part of their work done claims.

C3.1.4 Description of Site and Access

The project area will be split into two geographical areas as per individual Bill of Quantities.

The tenderers teams will be working in the common areas within eThekweni but in separate reservoir zones as per the direction of the Technician.

The approximate system characteristics of the total supply system at the time of tender have been detailed in the following table:

Characteristic	Total
Number of reservoirs and elevated tanks	283
Number of PRV's	2 592
Length of reticulation mains (km)	12 000
Length of trunk mains (km)	1165
Total number of connections	500000
Service Connection Density	Varies
Normal Operating Pressure	10m to 90m
Average Operating Pressure	±55m
Size of water mains	32mm to 1600mm diameter
Reticulation materials	All materials

Material Abbreviation	Material
AC	Asbestos Cement
CI	Cast Iron
CL	Cement Line (Cast Iron)
CU	Copper
GI	Galvanised Steel & Iron
GRP	Fibreglass
HDPE	High Density Polyethylene
HDPE_CAC	High Density Polyethylene (Cracked)
MPVC	Modified Polyvinyl Chloride
MS	Mild steel
OPVC	Bi-Axial Orientation of PVC
PB	Poly Bestos
PC	Polycop
PCON	Pre-stressed concrete
PP	Poly propylene
PVC	Polyvinyl Chloride
SOB	Socea Bona
SOC	Socoman
SS	Stainless Steel
ST	Steel and Modified Steel
UPVC	Unplasticized Polyvinyl Chloride
XX	Unknown Pipe material

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 MATERIAL SUPPLIED BY THE CLIENT

PS 1.1 Materials Supplied by 'The Employer'

The Employer will supply the following materials from the Springfield Store in Electron Road and other stores within the eThekweni Region:

- i. Copper compression fittings;
- ii. HDPE fittings;
- iii. Repair couplings for AC and mPVC pipe

PS 1.2 Procedures for the Withdrawal of Materials

The Contractor shall notify the Technician. at least one week in advance of his intention to withdraw materials from the Employer's stores.

A list of the materials that he wishes to withdraw shall accompany such notification. The Technician shall then issue to the Contractor the necessary requisition forms to allow him to withdraw the required materials from the Employer's store. Contractors are to note that materials are to be collected between 08h00 and 14h00 on weekdays. The Contractor shall retain copies of all materials requisition forms for record purposes and shall reconcile on a monthly basis. Failure to reconcile material stock will result in the Contractor being liable for the unaccounted material.

PS 1.3 Ownership of Materials once collected by Contractors

All materials supplied by the Employer remain the property of the Employer even after being collected by the Contractor. However, the Contractor shall become fully responsible for these materials once he has drawn them from the Employer's stores.

PS 1.4 Losses of and Damage to Materials

It shall be the responsibility of the Contractor to check, on receiving, the condition of all materials supplied to him by the Employer. All defects shall be recorded on the delivery forms and the Technician shall be notified in writing. The Employer will then:

- i. Replace the defective materials;
- ii. Repair the defective materials; or

- iii. Instruct the Contractor to repair the materials at the Employer's cost.

However, should the Engineer not be notified in writing of any defective or damaged materials, it will be assumed that all materials were handed over to the Contractor in a sound condition. Any damage reported thereafter will be to the Contractor's account. The Contractor shall be responsible for any loss of materials supplied by the Employer.

PS 1.5 Return Of Excess Materials

The Contractor shall maintain a complete inventory of all material drawn and used on the contract and shall be fully accountable and responsible for replacing all and any unaccounted-for materials, at his own cost.

Annually and on completion of the works the Contractor shall be responsible for the return of all surplus materials to the Employer's stores at Electron Road, Springfield.

Contractors are to note that materials may only be returned to the stores/pipe yard between 08h00 and 14h00 on weekdays and must notify the Technician of their intention to do so.

PS-2 EQUIPMENT SUPPLIED BY THE CLIENT

Electronic copies of Reticulation map books will be supplied for the areas that are to be surveyed. The Client will not supply any leak detection equipment, security or any other accessories to the Contractor

PS-3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-3.1 General

The Contractor is referred to SANS 1921: 2004 parts 1 and 2: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project. Certain aspects however require further attention as described hereafter.

PS-3.2 Quality Assurance (QA)

(Read with SANS 1921 – 1: 2004 clause 4.4)

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

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system.

The Contractor is to submit details of his Quality Assurance Plan to the Client for approval prior to commencing field activities. It is expected that the Contractor will have appropriate quality control procedures in place for the following key activities:

- Equipment checks
- Planning leak detection surveys
- Leak categorisation
- Physical leak detection activities
- Leak recording/marketing
- Determining effectiveness of leak detection surveys
- Reporting requirements
- Leak repairs
- Photos before and after repairs

In addition, the contractor must have administrative processes in place to follow up and ensure that all leaks that are reported to EWS for repair are satisfactory dealt with, and repair on the same day.

Preliminary details of these plans are to be submitted at tender stage.

PS-3.3 Existing Services

(Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

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

The following existing services typically exist in road reserves / servitudes:-

- Water reticulation,
- Overhead and underground power lines,
- Overhead and underground Telkom infrastructure,
- Private and public fibre-optic cables,
- Stormwater pipes and associated infrastructure,
- Sewer pipes and associated infrastructure.

PS-4 SECURITY AND INSURANCES

The onus lies with the Contractor for security of all his personnel (Plumber, detection teams, supervisor, etc), plant and equipment during all activities carried out as part of this contract for the duration of the contract. All / any security measures deemed necessary by the Contractor shall not be remunerated separately by the Client and are deemed to be included in the tendered rates. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the team.

It is the Contractor's responsibility to ensure that all equipment used during the course of this contract is insured against all risks and any costs associated therewith are deemed to be included in the tendered rates.

PS-5 CONSTRUCTION PROGRAMME

PS-5.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form 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, and in accordance with the quantities for each specified level of leak detection as included in the Schedule of Quantities. The Contractor must clearly state the number of field teams that he shall be utilizing for each level of leak detection.

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 and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

PS-5.2 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. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

PS-6 WORKING HOURS

It is expected that in most areas, the work shall be carried out within the normal working hours (i.e. 07h30 to 17h00 on Mondays to Fridays).

No work shall be permitted on any weekends or public holidays, which shall include public holidays not considered as paid holidays for the Civil Engineering Industry. If the Contractor requires to work on any weekends or public holidays, then a request in writing shall be submitted to the Technician by the Contractor stating the reasons as to why the extension outside of normal working hours is required.

Due to the nature of some of the high density urban areas the successful Tenderer will have to carry out some leak detection after normal working hours, that is, after 20h00. The tendered rates are to include for all costs associated with any work carried out after hours and no negotiation or claim shall be entertained by the Client in this regard.

PS-7 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-7.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

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.

PS-7.2 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 Technician to suspend the work until the road signs, etc, have been repaired to his satisfaction.

PS-7.3 Traffic Safety Officer

Where warranted by traffic conditions, 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 as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

PS-7.4 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.

Items that may be considered for payment will be specified in SABS 1200 A and the related project specification

PS-8 OCCUPATIONAL HEALTH AND SAFETY

(Read with SANS 1921 - 1: 2004 clause 4.14)

PS-8.1 General statement

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 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 the Occupational Health and Safety Act in the form as included in section C1.2.4 of the Contract.

PS-8.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of C3.4 - Particular Specifications.

(b) Tenderers Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover 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

PS-8.3 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 Safety Specifications included or in the Project specifications.

PS-9 PAYMENT

PS-9.1 CERTIFICATES OF PAYMENT

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Technician 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. Payment certificate shall consist of at least three sets of A4-sized paper copies. Payment Certificates shall be submitted to the Technician for approval by the 25th of each month. All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

PS-9.2 PAYMENT FOR LEAK DETECTION AND REPAIR

Payment to the Contractor shall be made per completed length of surveyed reticulation as calculated by the GIS Specialist using GIS. A single rate (R/km) is required in the Schedule of Quantities to carry out the complete scope of services as described in PS.10 to PS.13 of this specification.

The tendered rate is to include for all leak detection equipment, vehicles, security, leak detection survey preparatory work, mobilisation costs, company overheads, transport, profit, supervision, physical leak detection activities, reporting requirements, supervision and administration of leak repair plumbing teams, additional security and insurances.

Payment shall be calculated and approved on the following basis:

- 30% of the tendered rate extrapolated to cover the total length of mains surveyed shall be paid on completion of the leak detection survey;

- 30% of the tendered rate extrapolated to cover the total length of mains surveyed shall be paid on completion and submission of the leak repair reports plus the satisfactory repair of the leaks detected; and
- 40% of the tendered rate extrapolated to cover the total length of mains surveyed shall be paid on the quality of the reports and the update on leaks located, repaired and completed

The required quality level for the reports and the leak forms will be established and checked by the Technician. The quantities listed in the schedule are estimates only and the Client reserves the right to increase or decrease the number of kilometres that are to be surveyed at different levels of detail.

Furthermore, no claim will be entertained by the Client if the numbers of kilometres of reticulation main to be surveyed at any level of detail are reduced, thereby reducing the total value of the contract.

PS-10 LEAK DETECTION METHODOLOGY

The Contractor will be required to carry out leak detection services at four different levels of detail. In order to establish a baseline and rate the success of the leak repairs the contractor is required to liaise with the Technician to ensure that the flow rates at the supply reservoir meters (where these exist) are logged. This is to be done for 7 days before the detection commences and for seven days after all the leaks have been repaired. In addition, a detailed programme of this leak detection works showing the required logging dates is to be submitted and updated weekly.

Level 2

Level 2 incorporates the traditional approach to leak detection and includes the following:

- Initial leak survey by using mechanical listening sticks on all network contact points (for example, hydrants, valves, etc), to be carried out by walking;
- Service connection survey by listening to both sides of a consumer meter (including for isolating of consumer meter); The contractor must report on all customer meter connections where the meters are buried, have there are no meters, where the meters are blocked or where the meters are turning in reverse, as well as identify and record all illegal connections;
- Delivery of a standard letter to the consumers where leaks are suspected on the consumers premises (to be supplied by the Technician).
- Returning to pipe sections identified as having potential leaks and using more sophisticated equipment such as ground microphones or leak noise correlators to pinpoint leak location;
- Marking of pinpointed leaks in the field for repair by plumbing teams
- Supervising and coordinating the plumber repairing the leaks to ensure that the faults are repaired.

The Client has experienced previous problems with the speed of Level 2 leak detection surveys. In order to ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the targeted leak survey rate for Level 2 surveys is 4km per team member per day, with a maximum of 5km per team member per day.

Level 3

Level 3 utilises the latest technical innovations and development in leak detection equipment and includes the following:

- Full (i.e. 100%) leak survey by using correlators placed on all network contact points; The maximum spacing of the contact points must be 80-150m and within the capabilities of the equipment with due cognisance for the pipe material
- Confirmation and pinpointing of every suspected non visible leak
 - All correlation files must be saved, electronically referenced and handed over to the Technician on a weekly basis

Tenderers are also to note that Level 3 leak detection work will need to be carried out during off-peak periods in high noise pollution areas to maximise the efficiency of the leak detection service. These areas, and the need for off-peak work, shall be agreed in advance with the Technician.

The Client has experienced previous problems with the speed of Level 3 leak detection surveys. In order to ensure that sufficient attention is paid in the field to accuracy and the confirmation of leaks, the targeted leak survey rate for Level 3 surveys is 2km per team member per day, with a maximum of 3km per team member per day.

Level 4

Level 4 utilises the latest technical innovations and development in leak detection equipment and includes the following:

- Leak survey by using noise loggers placed on all network contact points instead of mechanical listening sticks. The loggers will be deployed for 2-7 days as agreed with the Technician. The contractor will be further required to pin-point the suspected leaks (using either leak noise correlators and/or ground microphones) so that the repairs can be efficiently carried out.
- All data files from the noise loggers must be permanently stored together with the reference point indicating where the logger was attached, and this data must be handed over to the Technician.

Tenderers are also to note that Level 4 leak detection work will need to be carried out during off-peak periods in built up areas to maximise the efficiency of the leak detection service.

Level 5

Level 5 is the leak detection methodology to be used on trunk mains and consists of the following:

- Driving / walking along trunk main routes to identify any visual leaks;
- Recording in a reticulation map book the routes that have been covered, as well as all other pertinent information;
- Identification and proving (where required) of the exact trunk main route;
- Physical inspection of all air & scour valves on the trunk main and report on any problems;
- Identification of potential illegal connections and any other system anomalies in the field;

- Pipeline leak survey by sounding every 4m over the length of the pipeline route using a ground microphone and spike plate as well as sounding on all network contact points (for example, scour valves, air valves etc);
- Marking of pinpointed leaks in the field and on drawings for excavation/proving repair by plumbing teams and using a GPS to record the position to 1m accuracy.
- Coordinating with the Zone Superintendent;
- Coordinating with Control room staff to report leaks and to ensure that the leaks have been repaired.

The Contractor may also wish to tender on other leak detection methods (for example, gas injection, infrared, etc). Should this be the case, the Contractor is advised to price on what has been requested and to offer alternates where provided for. The Contractor is to clearly state his intended approach with his tender submission where alternate methods are offered.

PS-11 SKILLED PERSONNEL

It is a requirement of this contract that only suitably qualified and experienced personnel shall be allowed to work on this contract. All staff directly involved in the detection of leaks must have proven relevant experience – in this regard the Contractor must submit a copy of his proposed team organogram (number of teams and clear indication of resources to be used in each different level of leak detection) as well as CV's of key staff proposed for this contract. This information will be used in the evaluation of this Tender in accordance with the quality preference scoring. **All leak tracers must have experience in all mentioned leak detection levels with a minimum of 5 to 10 years, and have taken and passed a medical Audiometer Test and proof of test to be submitted prior to commencing work on site. Normal hearing and Mild hearing loss of: 25 to 40 dB higher than normal will be accepted as a pass. Above this ranges will disqualify the leak tracer from assuming this role within the project.**

- All plumbers to have a minimum of 5 to 10 years of experience in the municipal plumbing with the ability to repair leaking/burst mains from 15mm up to and including 1400mm diameter pipes.
- Ability to work on various types of pipes/mains used in the eThekweni Region (eg. AC, PVC, Polypipe, HDPE, UPVC, Galvanized, Stainless Steel, Copper etc.)
- Ability to isolate mains
- Ability to read and understand services on drawing and plans

PS-12 ACCEPTANCE AND TESTING ON RESOURCES

Apon award of the contract each of the key leak detection survey resources (at the minimum, the Senior Project Technician and each leak tracer) that are being proposed being subjected to both a theoretical and practical test of understanding and demonstration of capability of leak detection techniques and methodology. This applies to any leak detection team member, regardless of the level of leak detection, who shall be involved in any measured work on the contract.

The competency testing shall be carried out in two consecutive tests. The first shall be a theoretical test which shall be administered by the Technician. which will determine the applicant's knowledge of leak detection

theory, procedure, methodology and contract knowledge. Should the applicant not pass this test, he/she shall not be allowed to continue to the next level of competency tests. The Operational Area Engineer's ruling on the theoretical competence of the applicant shall be final.

The practical competency test shall be held under controlled test or controlled in-situ field conditions, and shall comprise of a test(s) to determine whether or not a resource can identify and pinpoint a known leak or known number of leaks under (simulated) field conditions. All information necessary to carry out a leak detection survey shall be provided to the applicant before the test. Should the applicant not be able to locate and pinpoint the leak (in the case of a single leak) or a minimum of 85% of leaks (in the case of a simulated reticulation leak scenario), then the applicant shall not be allowed to work on any measured work on the contract.

Furthermore, each and every resource actively involved in measured work on this contract shall be subjected to repeated practical competency tests at least every three months, under the same terms and conditions as the initial test. The Operational Area Engineer's ruling on the practical capability of each applicant shall be final.

Should the Senior Project Technician and each leak tracer fail the practical test, then the Client reserves the right not have the resource removed from the project and a replacement resource be substituted by the Contractor. All new and substituted resources will be required to be tested prior to commencement of duties.

PS-13 FAULT REPAIR REQUIREMENTS

PS-13.1 Formal Areas – Find and Report

The contractor's role would be a **Find and Repair** function primarily. A major leak is categorised as a leak on the main line > 50mm in diameter and is normally on bulk main line that is feeding multiple consumers connections.

The leak detection services will be carried out on a "per kilometre of reticulation" basis and the Contractor will be directed to work in areas as identified by the Operational Area Engineer. The Client may choose to direct the Contractors' work activities in more than one Reservoir Zone simultaneously.

PS-13.2 Informal Areas, – Find and Repair

The contractor will be required to manage teams of plumbers, which are to be supplied and paid for by contractor. The contractor's role would be a **Find and Repair** function primarily. The contractor will be responsible for the following activities in managing the plumbing teams:

- Issuing of work to plumbers
- Issuing of materials from stores
- Dispatching of plumbers daily
- Stock control and material balancing
- Supervision of plumbers
- Equipment management and data download
- Field data and leak reporting compilation

- Repair verification including Quality control/assurance
- Summary reports

NB: The contractor is required to supply vehicles and security (where required) for all their staff.

The Contractor will liaise with and report to the nominated Technician.

The Contractor will be responsible for the following during the contract:

- Liaison with Client's Operations staff
- Conducting active leak surveys on designated reticulation and trunk mains
- Identifying, categorising and reporting on suspected leak positions
- Identifying possible illegal connections
- Coordinating leak repair activities
- Reporting on all leaks located and repaired in accordance with the specifications.

Leaks on all mains:

The Contractor shall be responsible for the guidance, control, checking and administration of all works including excavations prior to repairing of leaks

Meter Faults:-

All meter faults are to be reported to the Call Centre to be repaired.

The Contractor shall also be responsible for collecting daily fault repair reports from the plumbing teams and collating these reports into single documents for submission to the Client on a weekly basis. An estimate of the water lost from each of the identified leaks is to be tabulated and totalled and included in the weekly report.

The Contractor must get a fault number from the Call Centre for every fault that is reported and ensure that each and every fault has been located and repaired.

Each plumber is to be issued with a small number of basic fittings so that they can repair the faults. The faulty material is to be returned to the Contractor whenever the plumbers request for more material.

PS-14 UNDETECTED LEAKS

The Client will also from time to time conduct independent leak detection surveys in areas that have just been covered by the Contractor. Should it be found that more than 10% of the leaks have not been detected, then the Client reserves the right to review the appointment of the Contractor and determine the contract if necessary. No claim whatsoever shall be entertained by the Client should this right be exercised.

PS-15 REPORTING REQUIREMENTS

The Contractor will be required to submit the following reports at the intervals specified:

- Leak detection survey planning report;
- Weekly leak detection reports;
- Weekly leak repair reports;
- Weekly report on any illegal connections found in the field, together with their addresses;
- Weekly report on all customer meter connections indicating consumers that have buried meters, no meters, blocked meters and reversed meters;

- Weekly leak detection summary reports providing a breakdown of number of leaks and leak category as well as team survey rates and number of illegal connections identified;
- Weekly leak repair summary reports;
- A monthly representative sample of digital photos shall be provided, indicating typical as well as extraordinary faults that have been discovered;
- All reports and photos shall be bound into a booklet and handed over, at the end of the contract;

These reports are to include all details of the water loss/theft, where identified in the field.

Typical information to be included in the various reports include area, address, meter number, meter reading, connection size, estimated leak volume, dwelling type, dwelling occupied (y/n), pipe type and depth, signs of previous repairs, nature of damage / break, missing meters, buried meters, reversed meters, bypassed meters, leaking meters, meters turning too slowly / erratically, signs of recent excavation, abnormal water usage, meter tampering, stop cock leaks, coupling leaks, flow limiter leaks, connection pipe leak, and materials used for repair, etc).

An estimate of the water lost from each of the identified leaks is to be tabulated and totalled and included in the weekly report.

A template and the instruction of the weekly report including all required information will be provided before the start of the contract. A workshop on reporting will be held before the start of the contract, organized by the Technician.

PS-16 PROGRESS REPORTING PER RESERVOIR ZONE INLINE WITH LD SURVEYS

In addition to the above reporting requirements, the Contractor is required to carry out the following activities monthly per reservoir zone in which leak detection surveys are to be conducted:

- Pre logging of the reservoir to establish a bench mark of the night losses
- Complete leak detection survey of the reservoir zone
- Post logging of the reservoir to establish impact/saving/reduction in losses
- Report summary of the leaks found and repaired
- GPS location of the leaks
- All supporting field verification
- Submission of excel summary tables (template to be discussed with Technician)

The above must be completed for each reservoir zone that is to be surveyed. Once the entire reservoir zone is completed, the report is to be submitted with payment certificate.

PS-17 OPERATIONAL PROCEDURE AND CLIENT LIAISON

The Contractor is to be aware that certain operational procedures exist when dealing with eThekweni Customer Services and eThekweni Water Operations Departments. The contractor will be working under the Technician of the designated Region the Contractor will be required to supervise and administer the plumbing teams for the leak repair activities; i.e. the required timesheets, material requisitions and supplementary documentation are to be completed as required by the Client. The Technician will be responsible for the deployment of the contractor at crucial and high leakage zones. The contractor is to liaise with the Technician on planning the priority zones that are required to be surveyed.

The Contractor is to be aware that only eThekweni Water staff are permitted to operate/control valves on existing reticulation. The Contractor will not be allowed to open or close any valve on a watermain unless written permission is first obtained.

PS-18 COMMUNITY LIAISON OFFICER

COMMUNITY LIAISON OFFICER & LOCAL LABOUR

A Provisional Sum has been provided in the document for the employment of a community Liaison Officer (CLO) for the duration of the contract. The primary role of the CLO shall be liaison and facilitation of communication which shall include inter alia: -

-assist in all aspects related to the recruitment of local labour, and advise them of their rights
-act as a source of information for the community and Councillors on issues related to the contract
-keeping the contractor advised on community issues
-keeping the contractor advised on any issues pertaining to local security
-assisting in setting up any meetings/ negotiations with affected parties
-keeping a site diary and recording details of any labour/community issues that may arise
-monitoring and reporting on general Health & Safety issues on site
-assisting in HIV/AIDS awareness programmes
-it must be noted that the CLO has no authority to issue any instructions to the Contractor

The CLO needs to be seen as neutral by all parties, and therefore should endeavour not to take sides should conflict arise

The minimum skills for a CLO shall include:

-An ability to work with others
-An ability to communicate in Zulu and English
-An ability to communicate in writing
-Sound interpersonal skills

The Ward Councillor shall be responsible for the selection of the CLO, however the selected CLO shall be accountable to the Contractor. Where a project traverses several different wards, the respective Ward Councillors shall collectively identify a single CLO. The Ward Councillor should consult with the local community and other affected Councillors when identifying the CLO.

The CLO shall be employed on a full day basis, for the duration of the contract, and shall be paid at a rate based on 200% of the Civil Engineering Industry minimum wage. In addition to this, all statutory conditions of employment in respect of UIF, Workmen's Compensation etc. should be met.

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 and sub-contractors shall have the right to determine the total number of labourers required at any time, and this will vary through the duration of the contract.

The contractor shall have the right to replace labour that is not performing adequately. The contractor should ensure that the replacement of any labour due to inadequate performance is done so in conjunction with the CLO.

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage, and all statutory conditions of employment shall be met.

conditions of employment shall be met.

PS-19 ROAD REINSTATEMENT

Road Leak Repair -Trench Reinstatement

Due to the current long lead time for the reinstatement of trenches excavated by the eThekweni Water and Sanitation (EWS) for the repair of a leak that are found within proximity of roads and sidewalks throughout the eThekweni Municipality, the contractor will be required to reinstate roads in instances of leak repairs.

The trenches that require reinstatement under this item would be found backfilled to finished road level after the leak is repaired with 2 x 150 mm layers of compacted G2 crusher run, as the uppermost construction. The sequence of patching activity therefore under this section will be as follows and is to be carried out within 48 hrs after repair:

- (i) Remove compacted crusher run as per asphalt thickness required in terms of road category and remove from site.
 - (a) Category 'A' remove 240 mm crusher run.
 - (b) Category 'B' remove 160 mm crusher run.
 - (c) Category 'C' remove 80 mm crusher run.
 - (d) Category 'D' remove 50 mm crusher run.
 - (e) Category 'E' remove 25 mm crusher run.
- (ii) Re-compact top of crusher run surface.
- (iii) Remove all loose material by sweeping.
- (iv) Trim all sides of the existing asphalt surface to a true vertical line.
- (v) Paint (apply) the vertical sides of the existing asphalt surface and top of existing crusher run with bitumastic emulsion @ 0.6l/m²

- (vi) Supply, place and compact asphalt in layers not exceeding 80 mm thick (after compaction) to 98% Mod. AASHTO as required per road category.
- (vii) Remove spoil and clean-up site.

The contractor will be required to carry out the reinstatement as per specifications defined by the Roads Department which is as follows for the various category Roads:

Repair of existing surface

(a) Category B

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

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

(b) Category C

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

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

(c) Category D

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

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

(d) Category E

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

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

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DC	Earthworks for Concrete Lined Canals		
DD	Earthworks for Structures		
EA	Lime Stabilisation		
EB	Graded Crushed Stone	December	1988
EC	Cement Treated Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EE	Pre-coated Stone Chippings		
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EJ	Concrete Interlocking Block Surfaces		
EK	Waterbound Macadam Base		
EL	Dumprock Subgrade Improvement		
EM	Concrete Surface to Roads		
EN	Slurry Sealing		
EP	Single Seal Surface Treatment		
F	Protection Works	July	1992
G	Pre-stressing		
H	Reinforced Earth		
J	Piling		
K	Bearings		
L	Structural Work		
PB	Pavement Layers of Gravel Material		
PC	Stabilisation of Gravel Base		
PD	Surface Treatment: Modified Binder		
PE	Pressure Pipelines: Steel		
PF	Pressure Pipelines: Other Than Steel		
PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
PJ	Pipe Jacking		
PG	Lateral Support Systems		
PS	Pump Stations: Sewage		
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

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 DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS ED	Road Asphalt
PS EE	Pre-coated Stone Chippings
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EJ	Concrete Interlocking Block Surfaces
PS EK	Waterbound Macadam Base
PS EL	Dumprock Subgrade Improvement
PS EM	Concrete Surface to Roads
PS EN	Slurry Sealing
PS EP	Single Seal Surface Treatment
PS F	Protection Works
PS G	Pre-stressing
PS H	Reinforced Earth
PS J	Piling
PS K	Bearings
PS L	Structural Work
PS PB	Pavement Layers of Gravel Material
PS PC	Stabilisation of Gravel Base

PS PD	Surface Treatment: Modified Binder
PS PE	Pressure Pipelines: Steel
PS PF	Pressure Pipelines: other than Steel
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS PJ	Pipe Jacking
PS PG	Lateral Support Systems
PS PS	Pump Stations: Sewage
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

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

List the drawings here

C3.5.2 STANDARD DRAWINGS

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

Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38578	Concrete Median Barriers	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990
38582	Precast Concrete Fencing and Aluminium Gates	February	1990
38583	Wire Mesh Fence and Gate Details	February	1990
38584	Standard Hydrant Thrust Blocks and Trenches	February	1990
38585	Water Connections, Pipework and Fittings	February	1990
38586	DP & TC Manholes - Rectangular	February	1990
38587	DP & TC Manholes - "L" Shaped	February	1990
38588	DP & TC Manholes - "T" Shaped	February	1990
38589	DP & TC Cable Ducts and Junction Box Details	February	1990
43120	Typical Details of Grid Inlets	February	1990

C3.6: ANNEXURES

C3.6.1 Insert as required or “There are no Annexures”

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Insert Locality plan here

C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.