



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

PROCUREMENT DOCUMENT : INFRASTRUCTURE

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

Contract No: [1H-30581](#)

Contract Title: [Contract Title: Construction of 516 Top structure units at the Ntuzuma G Infill Housing Project in Ward 42,55&107](#)

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [A Compulsory Clarification Meeting. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 10 July 2025.](#)

Meeting Location, Date, Time: [Will be held at Phoenix Offices, 20 June 2025 at 17 Doveside Place, Canehaven Drive at 10h00](#)

Queries can be addressed to: [Name: Busi Buthelezi](#)
The Employer's Agent's: [Tel: 031-311-2471](#)
Representative: [eMail: Busisiwe.Buthelezi@durban.gov.za](#)

TENDER SUBMISSION

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

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

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

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

JDE Queries Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Contact: Email: suppliers.selfservice@durban.gov.za

Closing Date/ Time: [Friday, 18 July 2025](#) at [11h00](#)

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [Human Settlements](#)

Date of Issue: [13/06/2025](#)

[Document Version : 23/10/2024](#)

FOR OFFICIAL USE ONLY

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

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the construction of 516 top structure units by two contractors at Ntuzuma G Infill Housing Project within ward 42,55 and 107. Construction of units entails construction of foundations and ground floor slab and blockwork first floor slab, blockwork, roof, electrical plumbing, plaster and paint. Construction of units to be completed in accordance with the approved specification and NHBRC building norms and standards.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Human Settlements	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	F.1.2
Clarification Meeting	Will be held at Phoenix Offices, 20 June 2025 at 17 Doveside Place, Canehaven Drive at 10h00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Busi Buthelezi Tel: 031-311-2471 eMail: Busisiwe.Buthelezi@durban.gov.za	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 18 July 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

T1.1.2 : INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

This JDE System will be used for:

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

Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

Assistance with using the JDE System

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

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

Viewing of available tenders

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

Tender documentation

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

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

Submission of tender offers

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

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

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

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

Viewing the Tender opening schedule

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

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

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

T1.1.3: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

Audited financial statements (prepared for auditing) are required to be submitted by law, for the past three years or since their establishment if established during the past 3 years, but only if the value of the tender offer exceeds R10 million (incl. VAT)

3) Clause 20(1)(d)(iii): Contracts Awarded during the past 10 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 10 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

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

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

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

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

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

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

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

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

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

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

CIDB Regulation 25(8) (if applicable)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

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

In this regard, Tenderers are referred to **Clause F.3.8 of the Tender Data**.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer:

The Employer for this Contract is the **eThekweni Municipality** as represented by:
Deputy Head: **Human Settlements**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

The entire downloaded document should be printed on white A4 paper (single-sided).

F.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Ntombi Ndaba
Tel: 031 311 2486
eMail: Ntombi.Ndaba@durban.gov.za

The Employer's Agent's Representative is:

Name: Busi Buthelezi
Tel: 031-311-2471
eMail: Busisiwe.Buthelezi@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

- the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- the Tenderer does not have the legal capacity to enter into the contract.
- the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- In the event of a Compulsory Clarification Meeting:
 - the Tenderer fails to attend the Compulsory Clarification Meeting.
 - the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- Tenderer must be registered with NHBRC as a Home Builder. Valid NHBRC certificate must be submitted

- g) Tenderer must be registered with NHBRC as a Home Builder. Valid NHBRC certificate must be submitted

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

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

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

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

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

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs:

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

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

F.2.7 Clarification meeting:

Will be held at Phoenix Offices, 20 June 2025 at 17 Doveside Place, Canehaven Drive at 10h00

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

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") or in electronic format must be submitted on official submission documentation issued by the eThekweni Municipality.

Tender Offers are to be delivered, in "hard copy" fin electronic format , to **delivery address:**
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

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

- Contract No. : **1H-30581**
- Contract Title : **Contract Title: Construction of 516 Top structure units at the Ntuzuma G Infill Housing Project in Ward 42,55&107**

In addition to the above, Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

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

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

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

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

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

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

F.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 18 July 2025**
- **Time** : **11h00**

The **delivery of the hard copy** **AND** the completion of the requirements on the **JDE System (SSS Module)** must be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

F.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** from the closing date for submission of tenders.

F.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

Compensation Commissioner

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

If required to be registered in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

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

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

Central Supplier Database (CSD)

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

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

The date of the report, as indicated at the top right of each page, should be on or after the date of f

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

CIDB Registration (if applicable)

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

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

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer’s registration with the CIDB must be reflected as “Active” as at the date of tender closing. If 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 **7 or higher** class of construction work, are eligible to have their tenders evaluated

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

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

F.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause F.1.2**).

F.3.4 Opening of Tender Submissions:

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

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

F.3.8 Test for Responsiveness:

Add the following:

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

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

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.2: Contracts Awarded by Organs of State in the past 10 years
- T2.2.3: Contractor's Health and Safety Declaration
- T2.2.4: MBD 4: Declaration of Interest
- T2.2.5: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.6: MBD 6.1 Preference points claim
- T2.2.7: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.8: MBD 9: Certificate of Independent Bid Determination
- T2.2.9: Joint Venture Agreements (if applicable)
- T2.2.10: Declaration of Municipal Fees
- T2.2.11: Registration with Compensation Commissioner
- T2.2.12: CSD Registration Report
- T2.2.13: Verification of CIDB Registration and Status”
- T2.2.14: NHBRC certificate
- T2.2.15: Submission of **Tax Compliance Status PIN** (TCS PIN)

F.3.8.4 “Should the Employer require the rectification of the non-conforming, non-material, deviation(s) and/ or omission(s), the Tenderer will be requested to address such rectification, within a specified time period, prior to the award of the contract. Failure to provide the rectified documentation, within the specified time period, will result in the tender offer being deemed non-responsive.”

F.3.8.5 “It is highlighted that any request for the rectification of deviations or omissions cannot:

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.”

F.3.11 Evaluation of Tender Offers: CIDB Method 2 (Price and preference with functionality)**Eligibility**

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

Functionality

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

will be deemed non-responsive.

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

Preference Point System

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

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer’s current SCM Policy.

Price Points

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified in the Employer’s SCM Policy.

Preference Points

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

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

- **Ownership Goal**

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**.

Ownership Categories	Criteria	90/10
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	1
	Greater or equal to 51% and less than 100%	2
	Equals 100%	3
Maximum Goal Points:		3

Ownership Categories	Criteria	90/10
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	1
	Greater or equal to 51% and less than 100%	2
	Equals 100%	3
Maximum Goal Points:		3

Maximum Ownership Goal Points:

6

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

- w1 = 50%, w2=50%, w3=0% (where: w1 + w2 + w3 = 100%)

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

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

• **RDP Goal: The promotion of 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	90/10
Not in South Africa	0
South Africa	1
Kwa Zulu Natal	2
eThekweni Municipality	4
Maximum Goal Points:	4

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

Maximum Ownership Goal Points:

4

F.3.13 Acceptance of tender offer:

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

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- 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.

- (g) The Tenderer has completed **Returnable Document T2.2.1: “Compulsory Enterprise Questionnaire”** and there are no conflicts of interest which may impact on the Tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely.**

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

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

F.3.15 Complete adjudicator’s contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

F.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in Clause F.2.13 of the Tender Data.

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Functionality Specification

Functionality Evaluation is applicable to this tender.

- The minimum number of evaluation points for Functionality is **60 points**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	45	
Experience of Key Resources in executing work of similar nature	Contract Manager	15	
	Site Agent	15	
	Foreman	15	
Methodology	Including programme, risk management and approach	10	
Maximum possible score for Functionality (M_s)		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 20, 40, 60, 80 or 100 will be allocated to no

response, poor, satisfactory, good and very good, respectively;

- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	No response; OR no document submitted/ irrelevant information provided
1	20	Failed to address the question / issue
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 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.

Level	Points	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	20	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	40	To have successfully completed 4 to 5 <u>projects</u> of a similar nature within the past 10 years.
3	60	To have successfully completed 6 to 7 <u>projects</u> of a similar nature within the past 10 years.
4	80	To have successfully completed 8 to 9 <u>projects</u> of a similar nature within the past 10 years.
5	100	To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years.

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

Level	Pts	Criterion: Construction Methodology including programme, risk management and approach
0	0	No response/ no documents submitted/irrelevant information provided
1	20	The technical approach / methodology, plant and equipment is poor and gives no relevant information in satisfying the projects objectives. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	40	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.
3	60	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme allows for all critical path aspects
4	80	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 programmed activities
5	100	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 programmed activities

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	22
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	23
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	24
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T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable).....	27
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations.....	28
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	30
T2.2.8	MBD 9: Certificate of Independent Bid Determination	32
T2.2.9	Joint Venture Agreements (if applicable)	35
T2.2.10	Record of Addenda to Tender Documents (if applicable)	36
T2.2.11	Declaration of Municipal Fees	37
T2.2.12	CSD Registration Report	38

Technical or Functionality Evaluation

T2.2.13	Experience of Tenderer	39
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T2.2.15	Key Personnel	42
T2.2.16	Experience of Key Personnel	43
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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [22](#) to [45](#).

NOTE

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

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 10 YEARS

In terms of SCM Policy Clause 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 10 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

1.0 GENERAL CONDITIONS

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

- the 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:** 90 (price) and 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 90 points is allocated for price on the following basis:

90 / 10 Points System

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

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of the SCM Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the Tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 The 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- an invitation for tender for income-generating contracts, that 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - any other invitation for tender, that 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 90/10 preference point system.

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	3	
Ownership Goal: Gender (female)	3	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (maximum)	10	

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 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:

.....

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 1H-30581 be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Clauses F.2.1.1(b) and F.2.23** of the Tender Data.

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Level	Points	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	20	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	40	To have successfully completed 4 to 5 <u>projects</u> of a similar nature within the past 10 years.
3	60	To have successfully completed 6 to 7 <u>projects</u> of a similar nature within the past 10 years.
4	80	To have successfully completed 8 to 9 <u>projects</u> of a similar nature within the past 10 years.
5	100	To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 PROPOSED ORGANISATION and STAFFING

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

The tenderer should propose the structure and composition of their team i.e. the main 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.

The tenderer should propose the structure and composition of their team, i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach their Proposed Organisation and Staffing 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, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 PERSONNEL SCHEDULE

Refer to T1.2.3.4: "Functionality Specification" 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 not **more than 2 pages each** should be attached to this schedule.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.4: "Functionality Specification" 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, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, 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

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience
- Estimated Period of Engagement on this project (weeks).

The scoring of the experience of key staff will be as follows:

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

*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 APPROACH PAPER / METHODOLOGY / PROGRAMME

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

Construction Approach and Methodology

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

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. Health and safety aspects, the use of plant and resources for this project to be included.

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

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 and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

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

Level	Pts	Criterion: Construction Methodology including programme, risk management and approach
0	0	No response/ no documents submitted/irrelevant information provided
1	20	The technical approach / methodology, plant and equipment is poor and gives no relevant information in satisfying the projects objectives. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	40	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.
3	60	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme allows for all critical path aspects
4	80	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 programmed activities
5	100	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 programmed activities

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Contract No: **1H-30581**

Contract Title: **Contract Title: Construction of 516 Top structure units at the Ntuzuma G Infill Housing Project in Ward 42,55&107**

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 :

:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE**C1.1.2 : FORM OF ACCEPTANCE**

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

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

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, 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 Standard Professional Services Contract to which it mainly applies.

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

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Human Settlements**

1 The authorised and designated representative of the Employer is: **Deputy Head: Projects**

The contact details of the authorised and designated representative are: 031 311 2474

- Telephone : **031 311 2474**
- Fax : **n/a**
- e-mail : **Oscar.Kunene@durban.gov.za**

The address for the Receipt of communications is: **Second Floor Shell House Building**
P.O. Box 3858, Durban, 4000

The Project is : **1H-30581**
: **Contract Title: Construction of 516 Top structure units at the Ntuzuma G Infill Housing Project in Ward 42,55&107**

Period of Performance : **36 Months**

Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

Start Date : **Project to commence at project conception date**

1.1 Communications by e-mail **is** permitted.

2 The location for the performance of the Project is : **Ntuzuma**

3 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

- 4 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 5 The penalty per Day payable is : **R 1000** subject to a maximum amount of **R 1 500 000.00**.
- 5.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 5.2 The Service Provider shall update the programme at intervals not exceeding **12 weeks**.
- 6 The time-based fees shall not be adjusted for inflation.
- 6.1 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 7 The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 7.1 The Service Provider is required to provide Professional indemnity in an amount of **R10 000 000.00**
- 7.3 The Service Provider is required to provide Professional indemnity in an amount of as set out in the Professional Indemnity Schedule.
1. Insurance against : **Third Party(Public liability)**
 Cover is : **R 1 500 000.00**
 Period of cover : project duration(3 years)
2. Insurance against : **Principal's surrounding Property**
 Cover is : **R 2 000 000.00**
 Period of cover : **Project duration (3 years)**
- 8 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.1 The Contract is concluded when : **Period of performance expires after the maximum permitted 36 months , successful conclusion of the project or employer terminates project.**
- 8.2 The period of suspension under clause 8.5 is not to exceed **3 months/ weeks**.
- 9 Copyright of documents prepared for the Project shall be vested with the **Employer**
- 10 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 11 Interim settlement of disputes is to be by **Mediation**
- 11.1 Final settlement is by **Arbitration**.
- 11.2 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **The City Manager and court.**
- 11.3 The adjudicator is the person appointed by: **both parties involved, where they cannot agree, either party may ask Adjudicator Nominating Body (ANB)**
- 11.4 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Arbitration Foundation of Southern Africa (AFSA)**
- 12 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 1 500 000.00**
13. Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **6 months** from the date of termination or completion

of the Contract.

- 13.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 1 500 000.00**
- 14 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

C1.2.3.2 RETENTION

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings.

C1.2.3.3 COMMUNITY LIAISON OFFICER

The Ward Councillors in whose wards 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.

C1.2.3.4 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Wards 42,55&107**. 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.

C1.2.3.5 SUBCONTRACTING

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

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

C1.2.3.6 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.

C1.2.3.7 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.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: Address : Telephone : Fax :
2	The authorised and designated representative of the Service Provider is: Name : The address for receipt of communications is: Address : Telephone : Fax : E-Mail :
3	The Period of Performance is :
4	The Key Persons and their jobs / functions in relation to the services are: Name : Specific Duties : Name : Specific Duties :

PART C2 : PRICING DATA

C2.1 : PRICING 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 31 Pages (age 58 -95)

ETHEKWINI MUNICIPALITY: HUMAN SETTLEMENTS

**CONTRACTOR GRADING: 7 GB (Appointment of 2 Contractors
for 258 Units Each)**

**CONSTRUCTION OF 516 TOPSTRUCTURE UNITS AT NTUZUMA G INFILL HOUSING PROJECT,
WARD NO 42,55AND 107**

Construction of 516 Double Storey Units at Ntuzuma G Housing Project:

Tenderers to note: Sites are fully serviced with Platforms, Roads , Stormwater, Water and Sewer

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

C2.2 : BILL OF QUANTITIES

The Bill of Quantities follows and comprises the following : 50m2 Double storey row units Total No 516 units. –
Escalation not applicable : 36 month contract period: (The number of units may vary slightly depending on obstructions)

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SANS 1200 A & AB	SECTION 1: PRELIMINARY AND GENERAL FIXED CHARGE ITEMS				
		NOTES i)The Bills of Quantities in this Section has been prepared in accordance with the SANS 1200 Latest Edition				
1.1	8.3.1	Any Contractual requirements for duration of contract	sum	1		
2	8.3.2	<u>Establishment of facilities of site</u>				
		a) Rain Gauge	No	1		
2.2	8.3.2.1	<u>Facilities for contractor</u>				
2.2.1		a) offices and sheds	sum	1		
2.2.2		b) Ablution and latrine facilities	sum	1		
2.2.3		c) Tools and equipment	sum	1		
2.2.4		d) Water supplied , electricity and communications	sum	1		
2.2.5		f) access	sum	1		
2.2.6	8.3.3	Any Other Fixed Obligations				
2.3		Initial Health and safety obligations	sum	1		
2.3.1		Submission of Health and safety file	sum	1		
2.4	8.3.4	Removal of site Establishment at end of contract	sum	1		
CARRIED FORWARD						

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.5		BROUGHT FORWARD				
		SECTION 2: PRELIMINARY AND GENERAL TIME RELATED ITEMS				
2.5.1	8.4.1	Contractual requirements	sum	1		
	8.4.2	Operation and maintenance of all facilities on site				
2.6.1		a) Rain Gauge	No	1		
2.6.3		Contractors markup and profit on item above	sum	1		
2.7	8.4.2.1	<u>Facilities for contractor</u>				
2.7.1		a) offices and sheds	sum	1		
2.7.2		b) Ablution and latrine facilities	sum	1		
2.7.3		c) Tools and equipment	sum	1		
2.7.4		d) Water supplied , electricity and communications	sum	1		
2.7.5		e) Dealing with water	sum	1		
2.7.6		f) access	sum	1		
2.8	8.4.3	Other Fixed Obligations : Specify Below				
2.9		Initial Health and safety time related obligations	sum	1		
3	8.4.3	Supervision for the duration of the contract	sum	1		
3.1	8.4.4	Company and head office overheads costs for duration of project	sum	1		
3.2	8.5	Setting out of centre site boundaries required for service connections	No.	1		
3.2.1	8.5.1	Setting out of raft foundations required by engineer	No.	1		
		CARRIED FORWARD				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
3.2.2	8.5.2	As built co ordinates of raft foundation by Land Surveyor (if required) by Engineer . (model maker format) (provisional sum)	Prov. Sum	258	R2500	R647 500.00
3.3	8.5.3	Provisional allowance for engineer to undertake Compaction/classification testing of trenches on platforms (For NHBRC and Dohs)	Prov. sum	258	R650.00	R168 350.00
3.4	8.5.4	Allow for the following additional items which need to be priced separately				
3.4.1		a) Prov. Sum for Payments to community liaison Officer (36 months)	Prov sum	36	R7500	R270 000.00
3.4.2		b) Contractors attendance and mark up on item above	sum	1		
3.4.3		c) Prov. Sum for specialist technical supervision and sign off ,of the works if required by employer. To be undertaken by Registered professional as stipulated in GCC 2015	sum	258	R4 850	R1 256 150.0
3.4.4		d) Contractors attendance and mark up on item above	sum	1		
3.4.5		e) Prov. Sum for payments to ECO on project (Prov. Item))	Sum	258	R2500.00	R647 500.00
		f) Contractors attendance and mark up on item above	sum	1		
		CARRIED FORWARD TO SUMMARY (On next page)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
		PRELIMINARY AND GENERAL				
		<u>SUMMARY -PRELIMINARY AND GENERAL</u>	-	-	-	
4		Preliminary and general				
4.1		Fixed items				
4.2		Preliminary and general				
		Time related items				
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (Preliminary and General				

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
SECTION 3						
<u>SITE CLEARANCE AND EARTHWORKS TO PLATFORMS</u>						
5	SANS 1200 C 1200D	SECTION 1				
	SANS 1200DM	EARTHWORKS -TRENCHES				
	8.6	Excavate on platform for minor pipe trenches inclusive of backfilling and compacting: Not exceeding 600mm deep and 400mm wide -approx. 12m long per unit (110 dia. Upvc sewer connection)	m	3108		
	8.6.1					
5.1		Excavate on platform 500mm deep x 350mm wide - approx. 12m per unit (25mm polycop water pipe)	m	3108		
5.2		Excavate on platform 500mm deep x 350mm wide -	m	3108		
SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)						
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
6		SECTION 4				
		<u>RAFT FOUNDATIONS</u>				
		NOTES				
		<i>i)The Bills of Quantities in this Section has been prepared in accordance with the Sixth Edition of the 'Standard System of Measuring Builders Work' issued by the Association of South African Quantity Surveyors</i>				
		<i>i)Tenderers are referred to the 'Model Preambles for Trades (2008) Edition)' as published by the Association of South African Quantity Surveyors for the full description and specifications of the items included in this Section of the Bills of Quantities.</i>				
EARTHWORKS						
SUPPLEMENTARY PREAMBLES						
Nature of ground						
<i>The Tenderer must acquaint himself with the nature of the material to be excavated. Excavation in 'earth' shall be defines as excavation in all types of material.</i>						
<i>No claims will be entertained in this regard.</i>						

		Subterranean water and surface water <i>The tenderer must price for the temporary control of all stormwater surface or subterranean during the execution of the works</i> Carting away of excavated material <i>Descriptions of carting away of excavated material shall Be deemed to include loading excavated material onto trucks directly from the individual excavations or, alternatively, from stockpiles situated on the building Site alternatively where permissible material may be spread on site. (subject to the engineers approval)</i> CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		EXCAVATION, FILLING, ETC OTHER THAN BULK				
7.1		Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. To 98% mod Ashto to create 250/500mm wide trenches for raft beams (4.5m3)	m3	1165		
7.1.1		Excavation in earth not exceeding 1m deep including backfilling and compacting to create trench 650mm wide X 550mm deep x 850mm long (Screen wall foundations)	m3	80		
7.2		600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (1 No. scheduled)	m3	0.4		
7.3		Extra over all excavations for carting away of surplus material to stockpile on site or spreading and compacting on site where required.	m3	1165		
7.4		Risk of collapse of excavations Sides of external trench excavations to raft beams 0.40 m deep . (20.5m)	m	5310		
7.5		Keeping all excavations free of water subterranean and surface water during construction	Item	259		
7.6		SOIL POISONING Soil insecticide (with certificate) Under floors, etc including forming and poisoning				

7.7		shallow furrows against foundation walls, etc filling in furrows and ramming (30m2 per unit)	m2	7770		
		Surface preparation concrete surround slab (1.5m wide apron slab) Excavation and compaction of ground surface under slabs including scarifying for a depth of 150mm, breaking down oversized material adding suitable fill where necessary and compacting to 95% Mod AASHTO density (12m2)	m2	3108		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8	Page 6	BROUGHT FORWARD CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES <i>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer</i> <i>The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Engineer. (Test cubes are measured separately)</i> <i>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</i> -----				
8.1		UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES (Foundations) Surface blinding under footings and bases 25MPa/19mm concrete (Strip Footings Fire wall)	m3	34		

8.1.1		(0.26m3) Mass Concrete pads under raft foundations 600mm square x 800mm deep (1 No. Pad scheduled)	m3	0.40		
8.2		REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES (Foundations) 25MPa/19mm concrete	m3	2201		
8.2.1		Raft Foundations type 1 (8.5m3) Concrete Upstand wall between unit -140mm thk Not exceeding 1m in height (0.95m3)	m3	87		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 6	BROUGHT FORWARD				
8.3		Concrete Surround slab 25/19 75mm thick concrete cast against prepared surfaces inclusive of all minor formwork required and inclusive of a Non-slip Wood float finish (Mesh measured elsewhere (0.9m3)	m3	233		
8.3.1		25Mpa Insitu Concrete for Vee Drain (4m long)	m3	55		
		<i>Note : 10Mpa Concrete for filling around openings (nhbr detail) measured under blockwork sundries</i>				
		TEST BLOCKS				
8.3.2		Making and testing 150 x 150 x 150mm concrete strength test cube for acceptance testing (on instruction of the engineer)	No	259		
		CONCRETE SUNDRIES				
8.3.3		Finishing top surfaces of concrete raft smooth with a power float finish Surface beds, slabs, Raft etc (25m2+24m)	m2	12691		
		ROUGH FORMWORK (DEGREE OF ACCURACY II)				
8.3.4		Smooth steel formwork to raft foundation sides (150mm high)				
8.3.4.1		Edges, risers, ends and reveals not exceeding 150mm high or wide (20.5m)	m	5310		
8.3.4.2		Edges, risers, ends and reveals not exceeding 700mm				

8.3.4.3		high or wide (shutterboard to raft beam at joints 6.25m)	m	810		
		Edges risers ends and reveals not exceeding 1m in height to concrete upstand wall (inclusive of 140mm ends) (8.25m)	m	1600		
		REINFORCEMENT				
8.3.4.4		Mild steel reinforcement to structural concrete work Bars of various diameters for raft foundation(0.065t)	t	17		
		High tensile steel reinforcement to structural concrete Work. Raft and upstand wall Bars of various diameters for raft foundation (0.13t)+(0.06t)	t	40		
8.3.4.5		High Tensile steel for Use in blockwork around openings	t	13		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
9		Fabric reinforcement				
9.1		Type 245 fabric reinforcement in raft concrete surface beds Rafts etc	m2	6475		
9.2		Type 193 fabric reinforcement in raft concrete surface beds raft etc	m2	0		
9.3		Type 156 fabric reinforcement in Apron slab	m2	3108		
10		FIRST FLOOR R.C PRECAST SLABS AND R.C STAIRCASES				
10.1		Supply and install complete with reeded finishes to threads and smooth of shutter finishes to sides : 25mpa insitu concrete staircase 900mm wide x 2.6m from Raft to top of slab. To comply to all building regulations				
10.1.1		For Type 1 units (see detail)	No	259		
10.1.2		<i>Supply and install complete with power float finishes to surface and smooth of shutter finishes to sides : 25mpa insitu or precast concrete first floor slab with slip joints</i>				
10.1.3			.			
10.1.4		For Type 1 Units (See detail) (Proposed Precast slab details to be submitted to engineer for approval)	No	258		
10.2		CONCRETE SUNDRIES				

10.2.1		Supply and install Bitumen impregnated soft board between vertical surfaces: 20mm Bitumen impregnated Soft board Joints not exceeding 700mm high (Between raft foundations)	m	1200		
10.2.2		20mm Bitumen impregnated Soft Board Joints not exceeding 200mm High (between first floor slabs)	m	1200		
10.2.3		20mm Bitumen impregnated softboard between walls not exceeding 300mm high (9.6m) measured under blockwork CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (CONCRETE , FORMWORK AND REINFORCING:				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11	Page 11	BROUGHT FORWARD MASONRY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to submission of Tenders BLOCKWORK : DESCRIPTIONS Blockwork shall comply with SANS 0145 "Concrete Masonry Construction Blocks shall comply with SANS 1215 and shall bear the SABS mark All blocks must be saw cut and not broken with a trowel and prices must include for this				

11.1		All blocks are to have a minimum compressive strength of 7 Mpa double storey units and 3.5 Mpa single storey units Descriptions of blockwork shall be deemed to include for wedging and pinning against columns, beams, slabs, etc. SAMPLES Samples of all masonry building units, except those for walls described as "load bearing" shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered on site SUPERSTRUCTURE Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 7MPa concrete masonry blocks in class I cement mortar (inclusive of narrow widths) Ground Floor and First Floor (Double storey units) 140mm Walls in M150 blocks (7 Mpa) for units type 1 (Excludes 0.80w x 2.2m high Firewall (100m2) CARRIED FORWARD	m2	25 900		
11.1.1						
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11.1.2	Page 11	BROUGHT FORWARD (Double storey units) Firewall 140mm walls in M150 blocks (3.5mpa) for units type 1	m2	505		
11.1.3		(Double storey units) M100 blocks Internal wall	m2	4060		
11.1.4		Shower 90mm Shower kerb one course high in M100 blocks	m	258		
11.2		BLOCKWORK SUNDRIES 10MPa/19mm Mass concrete filling to cavity of blockwork in compliance with NHBRC building requirements. (Y12 Reinf. Measured under reinforcing)	m3	258		
11.3		JOINTS IN BLOCKWORK Bitumen impregnated softboard between vertical block surfaces 20mm Thk for joints not exceedin 300mm	m	1843		

		<i>Rake out 20mm at visible end and fill with suitable sulphide sealer.</i> <i>Price to include for complete joint</i> Galvanized blockwork reinforcement (Block force)				
11.4		100mm Wide reinforcement built in horizontally (360m)	m	93240		
11.4.1		"Fabcon" pre-stressed fabricated lintels 140 x 110mm Lintels in lengths				
		a) Not exceeding 1m	No	518		
		b) Not exceeding 1.4m	No	1813		
		c) Not exceeding 1.4m (M100 blockwork)	No	518		
11.4.2		Galvanised hoop iron cramps, ties, etc				
11.4.3		30 x 1,6mm Wall tie 500mm long with both ends built into blockwork (for internal intersecting walls) 42No.	No	10878		
11.4.4		30 x 1,6mm Roof tie 1,5m long with one end fixed to timber truss and other end built into blockwork 16 No.	No	4144		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (MASONRY)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
11.5	Page 11	MASONRY WATERPROOFING SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer prior to submission of Tenders Waterproofing Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn ups and turn downs.				

11.5.1		DAMPPROOFING OF WALLS AND FLOORS				
		One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course				
11.5.2		In walls In 140mm walls under window cills (8.5m)	m	2201		
11.5.3		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
		Under surface beds Bottom and sides of ground beam (75m2)	m2	19425		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
11.6		"Sika" Cemflex membrane waterproofing fixed in strict accordance to the manufacturers instructions				
11.6.1		On shower walls 1.6m high (3.2m2)	m2	829		
11.6.2		Additional membrane at 50mm diameter outlet	No	258		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (WATERPROOFING)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
12	Page 15	ROOF COVERINGS, ETC				
		SUPPLEMENTARY PREAMBLES				
		Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to submission of tenders.				

12.1		TILES 420 x 332mm "Marley" or equal approved Double Roman through colour (Slate Grey) concrete roof tiles laid on an including "Marley" 400 micron undertile membrane with 150mm lapped joints and fixed with suitable non-corrosive storm clips as required nailed through underlay to 38 x 38 sawn softwood battens at 320mm centres				
12.1.1		Roof covering with pitch not exceeding 25 degrees (35m2) Apex ridge tiles to match roofing tiles including soaker underlay, additional batten etc and bedded and pointed in 1:3 cement mortar tinted to match the tile colour. "Monier Easyflash" or equal approved 1,4mm thick aluminium composite waterproofing membrane with butyl self adhesive fixed in strict accordance to the manufacturers instruction.	m2	9065		
12.2			m	1087		
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12.3	Page 15	BROUGHT FORWARD ROOF STRUCTURE DESIGN, SUPPLY & INSTALL THE FOLLOWING <i>Tenderers are advised that only timber trusses be considered for the roof structure construction.</i> THE TENDERER SHALL ENSURE THAT ALL SHOP DRAWINGS ARE SUBMITTED WITH THE TENDER FOR APPROVAL BY THE ENGINEER. The design, manufacture, supply and installation of the following items shall be under the control of a registered Engineer in accordance with relevant SABS standards. The tenderer shall be required to lodge a written guarantee/certificate for the designed components of each unit from a qualified registered structural engineer With the required capability certificate and professional indemnity cover . Tenderers are to refer to architechural drawings annexured to this document.				

		Design, manufacture, supply, hoist and fix in position pre-fabricated timber roof structure complete with necessary wallplates, temporary bracing, designed for roof covering of concrete roof tiles on timber battens with trusses at maximum 760mm centres. Note: Where requested :To be designed to accommodate 180 litre water tank located within the trusses (Single Storey units only) Trusses to be supplied with all addition members to strengthen bottom cord and spread tank load over 3 trusses if required.				
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 15	BROUGHT FORWARD				
12.3.1		Roof structure for double storey unit size 6.25m x 4m on plan formed of double pitched roof trusses spanning the 6.25m span with 600mm eaves projection on both sides. <i>(submit drawing with tender)</i>	No	258		
12.3.2		<i>Aluminium L Flashing between roofs as shown on drawings</i>	No	258		
12.3.3		Extra over last for suitable paint protection to exposed members of timber trusses at eaves	No	258		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (ROOF COVERING				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 17	BROUGHT FORWARD				

13		CARPENTRY AND JOINERY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quantity required . items , materials or methods of similar quality may be used with prior approval of the engineer prior to the submission of the tender. FIXING Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
13.1		EAVES, VERGES, ETC "Everite FC77" or equal approved pressed fibre-cement 225 x 10mm Fascia boards including galvanised steel H-profile Joining strips (7.3m)	m	1890		
13.2		200 x 80mm Barge boards including galvanised steel H-profile joining strips	m	2227		
13.3		DOORS, ETC				
13.3.1		Hollow core flush doors with commercial veneer on both sides suitable for painting hung to steel frames (internal)	No	9324		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.3.2		BROUGHT FORWARD 44mm Framed, ledged and braced batten door 813 x 2032mm high filled in with 22mm V-jointed boarding both side (Hardwood external doors) Supplied and installed with two coats of varnish or suitable paint according to manufacturer's recommendations	No	516		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (CARPENTRY AND				

		JOINERY)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
14	Page 23	IRONMONGERY SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer prior to the submission of tenders. Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
14.1		LOCKS				
		Two lever mortice lockset with chrome plated finish (internal doors)	No.	777		
14.2		Three lever mortice lockset with chrome plated finish (external doors)	No.	516		
		BATHROOM FITTINGS				
14.3		Chromium plated toilet roll holder	No.	258		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (IRONMONGERY)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
15	Page 25	METALWORK				

15		SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer, prior to submission of Tenders. Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork and concrete. Metalwork described as "holed for bolt(s)" shall be deemed to exclude bolts unless otherwise described GALVANIZED PRESSED STEEL DOOR/WINDOW FRAMES				
15.1		Durowin or equal approved 1.2mm thick double rebated Door frame with adjustable striking plate including pair of steel hinges per door leaf, rubber buffers to lock jambs and fixing lugs welded on, suitable for 140mm block walls	No.	777		
15.1.1		As Above but for M100 walls	No	516		
15.2		Durowin Standard residential windows				
15.3		Window type NE1 533mm x 654mm high	No.	258		
15.4		Window type NC2 1022mm x 949mm high	No.	1036		
15.5		Window type NC1 533mm x 949mm high	No.	258		
15.6		Fabricate and Install complete with all bolts, screws end caps, 1m high galvanised or powder coated steel balustrade bolted to concrete stairs with 16 Bolts. Main stanchions to be 40mm Diameter CHS or 40mm SHS. No opening in balustrade to be greater than 100mm	No	258		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (METALWORK)				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16	Page 29	PLASTER/BAGWASH				
16.1		10mm PLASTER ON ALL EXTERNAL WALLS 10mm Plaster to all external walls inclusive of surface preparation, touch ups and narrow widths etc All plaster to be smooth, free of ripples' blemishes and	m2	26159		

16.2		hairline shrinkage cracks. (101m2) One coat cement bagwash to all internal walls inclusive of narrow widths touchup etc. Final surface to be suitable to receive paint (at a later date) . (142m2) SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (PLASTERING)	m2	36778		
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17	Page 32	PLUMBING AND DRAINAGE BROUGHT FORWARD SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required item, material or methods of similar quality may be used with prior approval from the engineer prior to submission. High density polyethylene pipes : Pipes shall be firmly fixed to walls etc with coloured nylon snap in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturers instructions. All pipe diameters are nominal external dimensions uPVC pipes and fittings: Soil, waste and vent pipes and fittings shall be solvent weld jointed uPVC pressure pipes and fittings: Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push in type joints.				

		Fixing of pipes Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.1	Page 32	BROUGHT FORWARD Reducing fittings Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained. Laying, backfilling, bedding, etc. of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following : SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding Flush pans Flush pans shall have straight or side outlets and "P" or "S" traps as necessary Sinks shall be Stainless steel sinks				

		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.2	Page 32	BROUGHT FORWARD				
		Waste unions				
		Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
		Sealing around sanitary fittings, etc				
		Joints around sanitary fittings at junction with walls, etc are to be sealed with an approved silicone sealant and prices shall include for this				
		SOIL DRAINAGE				
		Normal duty uPVC pipes				
17.2.1		110mm Pipes laid in and including trenches not exceeding 1m deep	m	3108		
		Extra over normal duty uPVC pipes for fittings				
17.2.2		110mm Bend (various angles)	No	3108		
17.2.3		110mm Junction	No	777		
17.2.4		Straight coupler	No	777		
17.2.5		110mm Diameter rodding eye consisting of plain bend at bottom jointed to drain pipe, vertical piping not exceeding 1000mm long including all necessary slow bends, cast iron 'ABC' cover and frame, 150mm thick mass concrete 15MPa/19 mm surround all round and including all necessary additional excavation, etc	No	258		
17.2.6		110mm Upvc pipe (Blue) for stormwater disposal	m	0		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	BROUGHT FORWARD				
		Precast Concrete Gulleys				

17.2.7		Precast concrete gulley with 160mm diameter uPVC gulley trap with 110mm diameter outlet and joint to uPVC drain pipe including PVC grating	No	258		
17.2.8		Connection Locating and cutting into side of existing 110/160mm pipe for and connecting 110mm pipe including inserting 110mm junction (Rodding eye connections)	No.	516		
17.2.9		Sundries to drainage 25mm Diameter hole through 140mm blockwall and make good on completion	No.	516		
17.3		SANITARY FITTINGS Stainless steel sinks Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup chain and stay, fixed to blockwall with and including gallow brackets(taps, traps elsewhere)	No.	258		
17.3.1		Glazed ceramic fittings White basin, size 560 x 405mm, with 38mm chromium plated waste union, with one tap hole, anti-theft plug with spindle fixed to wall with and including two 10mm bolts. (Taps, traps elsewhere)	No.	258		
17.3.2		White low-level 90 degree outlet WC suite including matching 4.5 litre low flush cistern and heavy duty white plastic double flap seat	No.	258		
CARRIED FORWARD						
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Page 32	BROUGHT FORWARD				
17.3.3		TRAPS, ETC Flexible rubber	No.	516		

17.3.4		50mm Deep seal rubber P-trap Brass	No.	258		
17.3.5		50mm Rough brass shower P-trap with CP grating	No	258		
		TAPS, VALVES, ETC	No	258		
		15mm Ballostop valve	No	258		
		"Cobra Watertech" or equal approved				
17.3.6		15mm "Cobra 111" Star chromium plated pillartap	No	258		
17.3.7		15mm "Cobra 128" Star chromium plated underwall pattern stoptap	No	258		
17.3.8		15mm "Cobra 027" Chromium plated overhead shower arm	No	258		
17.3.9		15mm "Cobra 068BJ" Chromium plated shower rose	No	258		
17.4		SANITARY PLUMBING				
		Soil, waste & vent uPVC pipes				
17.4.1		50mm Pipes to walls, columns, soffits, etc	m	1036		
17.4.2		110mm Pipes to walls, columns, soffits, etc	m	1036		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
17.4.3	Page 32	Extra over uPVC pipes for fittings				
		50mm Access bend	No	258		

17.4.4		50mm Junction	No	258		
17.4.5		110mm Access bend	No	258		
17.4.6		110mm Access junction	No	259		
17.4.7		110mm Pan connector	No	258		
17.4.8		50mm "GI One way" vent valve	No	258		
17.4.9		110mm "GI Two way" vent valve	No	258		
		WATER SUPPLIES				
		HDPE Class 12 high density polyethylene pipes with plastic compression fittings				
17.4.10		25mm Pipes laid in and including trenches not exceeding 1m deep	m	3108		
17.4.11		16mm Pipes to walls, soffits ,etc (16m)	m	4144		
17.4.12		25mm Pipes to walls, soffits ,etc (12m)	m	3108		
		CARRIED FORWARD				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.4.13	Page 32	BROUGHT FORWARD 32mm Pipes to walls, soffits ,etc	m	0		
17.4.14		Extra over high density polyethylene pipes for Plasson compression fittings				
17.4.15		16mm Elbow Fittings 16mm couplers	No No	1036 1036		

17.4.16		25mm Elbow Fittings 25mm to 16mm reducer	No No	1036 258		
17.4.17		32mm Elbow	No	0		
17.4.18		32 x 25mm Reducing tee	No	0		
17.4.19		Extra over high density polyethylene pipes pipes for capillary fittings 15mm Fittings Connection	No	0		
17.4.20		Cutting into existing water supply pipe for and including connection with 25mm pipe including all fittings, etc	No	0		
17.4.21		Water tank: Collect from eThekwni depot in Springfield park 180L water tank and install complete. (platform measured elsewhere)	No	258		
		TESTING Testing the whole of the water supply and sanitary pipe system including fittings and make good on any leaks	No	258		
		SUB TOTAL CARRIED OVER TO SUMMARY PAGE: PLUMBING AND DRAINAGE				
Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18	Page 41	GLAZING				
18.1		GLAZING TO STEEL WINDOWSWITH PUTTY/BACK PUTTY				
18.1.1		4mm Clear float glass Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	0		
18.1.2		Panes exceeding 0.5m2 but not exceeding 2m2 (1x Nc1 +4x Nc2)	m2	1330		
18.1.3		4mm Obscure glass Panes exceeding 0.1m2 but not exceeding 0.5m2 (1x Ne1)	m2	91		

		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (GLAZING)				
Item	Payment Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
19	Page 42	PAINTWORK				
		SUPPLEMENTARY PREAMBLES				
		SABS Specifications High gloss enamel paint : SABS 630 Grade I Oil gloss enamel paint : SABS 631 Primers for wood for external work : SABS 678 Type I Primers for wood for internal work : SABS 678 Type III Zink chromate primers for steel : SABS 679 Type I Wash primer (metal etch) : SABS 723 Varnish for interior use : SABS 887 Type I Emulsion paints : SABS 1586				
19.1		Interior Painting One coat "Alkali" resistant primer to prepared bagwash surface . One undercoat nd one final coat approved PVA emulsion paint . (Colors TBA) Inclusive of all narrow widths touch ups etc. (Provisonal item) (140m2)	m2	36 260		
19.2		Exterior Painting One coat "Alkali" resistant primer to prepared plastered surfaces .One undercoat and two final coat approved PVA exterior emulsion paint (in accordance with sans 1091) various colors (TBA)	m2	26 159		
19.3		One coat Alkali resisitant primer , one undercoat and one finishing coat stripple texture PVA emulsion paint (white) to underside/edges of precast slabs	m2	6475		
19.4		One coat calcium plumbmate primer, one undercoat and one finishing coat polyurethane velvet enamel paint on galvanised steel (Prov. Item)				
		a) On door frames	m2	1890		
		b) On window frames	m2	3755		
19.5		One coat calcium plumbmate primer, one undercoat and one finishing coat polyurethane velvet enamel paint on galvanised steel a) On Balustrades (Staircase type 1 unit)	No	258		
19.6		Two coats exterior quality clear varnish a) On external doors (measured under supply of doors)	N/a	n/a		

		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (PAINTING)				
Item	Payment Ref	Description	Unit	Quantity	rate	amount
20		PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS The following Provisional Amounts (if Any) are all NET amounts Provisional Amounts may be omitted or reduced at the Employer's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to Provisional Amounts or P.C. amounts or any loss of profit related thereto				
20.1		MISCELLANEOUS ITEM Construct complete with 2 Precast concrete bearers and 16mm Shutter Board platform to accommodate 180l water tank in Stairwell (with drip tray) As Depicted on drawings. Type 1 unit	No.	258		
20.2		Supply and 16mm install shutter board platform in ceiling with Drip tray to tank inclusive of overflow pipe through wall , including all fittings etc type 1 unit	No	N/A		
20.3		Supply and install complete : Ceilings 6.5mm gypsum ceiling board with timber banding edge cornices, jointing tape and skimming etc. To include for a suitable trap door final painting etc. (6.25m x 4m) a) Type 1 unit	No	258		
20.4		Supply and install complete electrical reticulation to units as shown with all fitting and fixtures. To be fully functional on completion.	No.	258		
20.5		Supply and install complete external electrical connection box 100mm x 150mm with Dinn rail . Box to have 20mm conduit with draw wire passing under apron slab to receive municipal connection.	No	258		
		Total posted to : PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS				

		FINAL SUMMARY				
	1	PRELIMINARY AND GENERAL				
	2	EARTHWORKS				
	3	CONCRETE FORMWORK AND REINFORCING				
	4	MASONRY				
	5	WATERPROOFING				
	6	ROOF COVERING				
	7	CARPENTRY AND JOINERY				
	8	IRONMONGERY				
	9	METALWORK				
	10	PLASTERING AND EXTERNAL FINISHES				
	11	PLUMBING AND DRAINAGE				
	12	GLAZING				
	13	PAINTWORK				
	14	PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS				
		SUB TOTAL				
		10% CONTINGENCY : FOR USE AS DIRECTED BY ENGINEER THIS AMOUNT MAY BE DEDUCTED IN PART OR WHOLE IF NOT REQUIRED				
		SUB TOTAL				
		ADD 15% VAT				
		TOTAL TO BE POSTED TO FORM OF OFFER IN DOCUMENT				

NB:

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

PART C3: SCOPE OF WORK**PAGE**

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	PS.2 Services	
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	PS.4 Sewers	
	PS.5 Stormwater	
	PS.6 Electrical Plant	
	PS.7 Telkom S.A. Limited / Neotel Plant	
	PS.8 CCTV Plant	
	PS.9 Management of the Environment	
	PS.10 Occupational Health and Safety	
C3.3	STANDARD SPECIFICATIONS	
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	C3.3.1 Listing of the Standard Specifications	
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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

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

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

- Excavation for the platform shall be predominantly in the cut portion of the site,
- Excavation for the raft slab and beams, i.e. trenches,
- Supply and install reinforcement for the slab and beams,
- Supply and placement of 25MPa concrete, vibrated,
- Supply and construct 3.5MPa blocks for top structures,
- Supply and install window and door frames – complete,
- Supply and install roof – complete,
- Electrical as per drawings,
- Plumbing as per drawings,
- Concrete apron as per drawings,
- Ancillary works, plaster, paint, ceilings, insulation, etc. and
- Completion and handover to the beneficiary.

C3.1.2 Description of Site and Access

The Ntuzuma G Infill Housing Project is a proposed in-situ upgrade that spans over wards 42,55 and 107, on the North and Northeastern boundary of Ntuzuma with Newtown A to the North and Newtown B Ext to the east, which are formalised developments. The project is aimed at constructing 516 double storey top structure units for beneficiaries currently within the Ntuzuma G area. Construction of units entails construction of foundations and ground floor slab and blockwork first floorslab, blockwork, roof, electrical plumbing, plaster and paint. Construction of units to be completed in accordance with the approved specification and NHBRC building norms and standards

C3.1.3 Nature of Ground and Subsoil Conditions

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

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

- i. Numerous fill embankments are considered oversteep as a result of injudicious levelling and have not been properly retained by means of suitable lateral support measures.
- ii. The sandy nature of the fill, colluvium, and residual soils encountered at the site is assessed to increase susceptibility to extensive and rapid erosion in response to uncontrolled / channelled surface water runoff.
- iii. A poor founding character is likely near drainage courses and areas underlain

by tillite.

- iv. There is risk of flooding and additional erosional scour along the low-lying slopes and immediate surrounds near drainage routes.

Title : **Contract Title: Construction of 516 Top structure units at the Ntuzuma G Infill Housing Project in Ward 42,55&107**

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

BUILDING SPECIFICATIONS

PRELIMINARY

Good building practice is to be observed in all work.

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

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

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

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

FOUNDATIONS

RAFT FOUNDATION SYSTEM

Concrete Raft foundations, as per Engineer details – enclosed.

MATERIALS

Concrete, 25 MPa, 19 mm stone

Min. 400mm depth of excavation below NGL for raft slab beams, & 100mm slab above the FPL.

Min. 900mm depth of excavation below NGL for mass concrete pad – all to Engineer’s approval

Clean water, clean sand, aggregate free of dust and fresh cement only to be used. All as per SABS standards.

Y12 High tensile steel, Y10 mild steel and Ref 245 mesh wire to be used for reinforcement.

250 Micron plastic damp proof membranes, SABS approved.

PERFORMANCE AND CONSTRUCTION

Excavations

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

Mixing and pouring

Concrete is poured to be into place within maximum of 1 hour of mixing. No re-wetting and re-mixing of old concrete shall be accepted. Compaction and tamping of wet concrete, especially at corners and edges is required to eliminate voids. Ready mix concrete is preferred, and delivery notes must be supplied to the Engineer's Rep. on site, else cube tests for 7, 14 and 21 days MUST be supplied, and the contractor is to allow for this in the tendered rates.

Curing

Concrete bases and floor slab must be kept damp for a minimum of 24 hours.

WALLS

MATERIALS

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

PERFORMANCE AND CONSTRUCTION

All walls to be vertical and square. Partition walls are to be fully bonded into external walls. No straight joints in bonding shall be accepted. Beamfill is to be completed inside and outside.

Block work joints are to be flush pointed and weather-sealed, with no joint exceeding between 12 and 20 mm in width – 12mm is preferred.

No wall painting is to be applied until beam filling and plumbing connections are completed.

OPENINGS: WINDOWS and DOORS

MATERIALS

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

- ❖ 3mm E Clear float glass to rooms and 3mm E opaque glass to toilet, installed with universal putty.
- ❖ Cliscoe steel frames, to 140mm block walls
- ❖

PERFORMANCE AND CONSTRUCTION

All windows to be built in vertically square. Opening sections to swing smoothly through minimum 90 degrees arc. No sagging or cracking of block work above openings shall be accepted. Frames to be built in along centre line of block wall, securely tied in with no ties sticking out. Full puttying of glazing to exterior and back puttying required. Edges to frames to be weather sealed with mortar.

OPENINGS: DOORS**MATERIALS**

Steel Frames 140 mm pressed steel to be galvanized or factory primed, with precut strike plate for lock and pair of 100mm steel butt hinges welded on.

- ❖ DPC to threshold to be as for description in WALLS
- ❖ Cliscoe door frames 140mm with a thickness of 1.2mm to be used.
 - External door :solid doors with approved 3.3mm plain hard board covering on both sides and two concealed sides door approved for exterior use as per door schedule;
 - : 3 lever c.p. mortice lockset;
 - : wood primed for painting, or weather sealed, as per door schedule
- ❖ Interior door : hollow core door with 2 lever c.p. mortice lockset enamel for painting or weather sealed.
- ❖ Brickforce as for description in WALLS

PERFORMANCE AND CONSTRUCTION**Frames**

All doors to be hung vertically and square without bowing of doorjamb. Metal ties to be built in securely and not stick out of block work.

All jambs to be filled solid with mortar and joints to frames to be weather sealed. No sagging or cracking of block work above openings shall be accepted. All thresholds to be weathered to falls. Exterior doorframes to align with centreline of block wall and not to project beyond outside wall face. Doorframes to in :de build in lungs tied to steel bars and grouted with 15MPa concrete, as blockwork proceeds. External doorframes embedded not the floor slab by 10mm to 15mm

Doors

All doors to swing smoothly open through minimum 90 degrees arc. Doors to be weather sealed, especially at end grain to top and bottom. Batten doors to be so constructed and fitted to allow for swelling of timbers without buckling. All hinges and door furniture to be fixed with full number of screws, fully screwed in.

ROOF STRUCTURE**MATERIALS**

SA Pine, rough cut water borne treated – SABS approved & certified by accredited installer.
Hoop irons, or equal approved as per standard drawings.

PERFORMANCE AND CONSTRUCTION

Timber lengths to be straight and free of splitting and twisting. A maximum of one joint per line of timbers, with a minimum 500mm overlap shall be accepted. No sagging of roof structure shall be accepted, and the roof pitch shall fall evenly. Roof trusses to be firmly tied down to the U-block concrete ring beam.

Beam fill to inside and outside shall be complete. No roof steel is to extend beyond cover roof sheets. All exposed steel to be sealed with carbolineum or equal approved..

ROOF SHEETING

MATERIALS

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

PERFORMANCE AND CONSTRUCTION

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

PLUMBING

SEWER

- ❖ Not applicable

WATER SUPPLY (FOR SEMI PRESSURE SYSTEM)

- ❖ Not applicable

INTERNAL FITTINGS

- ❖ Not applicable

SUNDRY ITEMS

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

Note:

ALL WORK SHALL COMPLY WITH NBR AND NHBRC REQUIREMENTS.

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

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

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

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

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.2 SERVICES

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

PS.2.1 Existing Services

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

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

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

allow sufficient time for these relocations.

PS.2.4 Accommodation of Services

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

PS.3 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.3.1 Natural Vegetation

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

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

PS.3.2 Fires

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

PS.3.3 Environmental Management Plan

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

PS.4 OCCUPATIONAL HEALTH AND SAFETY

PS.4.1 General Statement

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

Describe issues relating to OH&S and the Regulations

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

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

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

PS.4.2.1 Employer's Health and Safety Specification

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

PS.4.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.4.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.6 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DD	Earthworks for Structures		
L	Structural Work		

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB General Specifications

PS B Site Clearance

PS C Concrete Work

PS DA Earthworks: Bulk

PS DD Earthworks for Structures

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Please refer to attached drawings for Top structure and Raft slab details.

C3.5.2 STANDARD DRAWINGS

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

C3.6: ANNEXURES

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Please refer to the attached layout plan

C4.2 CONDITIONS ON SITE

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

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

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

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

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

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

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

C4.3 TEST RESULTS

Controlled fill, Landslip, Landfill, Marshy areas Uncontrolled fill, Very soft silts / silty clays	VARIABLE	VARIABLE		P
Silty sands, sands, sandy and gravely soils	COMPRESSIBLE AND POTENTIALLY COLLAPSIBLE SOILS	5 - 10	75%	C1
Fine grained soils (clayey silts and clayey sands of low plasticity), sands, sandy and gravely soils	COMPRESSIBLE SOILS	10 - 20 >20	50% 50%	S1 S2

Fine grained soils with moderate to very high plasticity (clays, silty clays, clayey silts and sandy clays)	EXPANSIVE SOILS	7.5 - 15 15 - 30	50% 50%	H1 H2
Rock (excluding mud rocks which may exhibit swelling to some depth)	STABLE	NEGLIGIBLE	-	R

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)



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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract