



CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Engineering

DEPARTMENT

Roads Provision

PROCUREMENT DOCUMENT

INFRASTRUCTURE (SAICE GCC2015)

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

Contract No: **1R-27430**

Contract Title: **Construction of gravel to surface roads: Khoza Ave and 108828 STR in Inanda, Wards 54 and 55**

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

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **There will be a Compulsory clarification meeting held in the Car Park at 30 Archie Gumede Place, Durban, on 23 January 2024 at 10:30**

Queries can be addressed to: **Devon Naicker**
The Employer's Agent's Tel: 031 311 7637
Representative: **eMail: Devon.Naicker@durban.gov.za. Consolidated answers to questions will be uploaded on 29th January 2024**

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 02 February 2024** at **11h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Roads Provision**

Date of Issue: **14/12/2023**

Document Version 25/10/2023

FOR OFFICIAL USE ONLY

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

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1	Tender Notice and Invitation to Tender	
		T1.1.1	Tender Notice and Invitation to Tender	2
		T1.1.2	Notes to Tenderers	3
		T1.2	Tender Data	
		T1.2.1	Standard Conditions of Tender	5
		T1.2.2	Tender Data (<i>applicable to this tender</i>)	5
		T1.2.3	Additional Conditions of Tender	14
	Part T2	RETURNABLE DOCUMENTS		Page
		T2.1	List of Returnable Documents	15
		T2.2	Returnable Schedules, Forms and Certificates	16

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1	Form of Offer and Acceptance	
		C1.1.1	Offer	41
		C1.1.2	Acceptance	42
		C1.1.3	Schedule of Deviations	43
		C1.2	Contract Data	
		C1.2.1	Standard Conditions of Contract	44
		C1.2.2	Contract Data	44
		C1.2.3	Additional Conditions of Contract	50
	Part C2	PRICING DATA		Page
		C2.1	Pricing Assumptions / Instructions	52
		C2.2	Bill of Quantities (separate page numbering system)	54
	Part C3	SCOPE OF WORK		Page
		C3.1	Project Description and Scope of Contract	68
		C3.2	Project Specifications	69
		C3.3	Standard Specifications	87
		C3.4	Particular Specifications	116
		C3.5	Contract and Standard Drawings	117
		C3.6	Annexures	118
	Part C4	SITE INFORMATION		Page
		C4.1	Locality Plan	119
		C4.2	Conditions on Site	121
		C4.3	Test Results	121

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works that comprise the required bulk earthworks and the construction of the new gravel to concrete surface roads and employing the specified layerworks materials. The roads are Khoza Avenue and 108828 STR and in Inanda, Wards 54 and 55, respectively. New kerbs are to be constructed at either edge of the roads. Road drainage will consist of kerb inlets, manholes and v-drains which will be integrated into the existing storm water / stream system along each road. The width of the Khoza road is 4m wide and 108828 STR is 3.5m wide.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads Provision	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
CIDB Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 4 CE (or higher).	F.2.1.1
Clarification Meeting	There will be a Compulsory clarification meeting held in the Car Park at 30 Archie Gumede Place, Durban, on 23 January 2024 at 10:30	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: Devon Naicker Tel: 031 311 7637 eMail: Devon.Naicker@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 02 February 2024 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

T1.1.2: NOTES TO TENDERERS

These Notes are intended to provide guidance to tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the Tender Data.

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 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 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 21(1)(d)(i): Audited Financial Statements

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

3) Clause 21(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 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

4) Clause 21(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees

Tenderers are to be referred to **Returnable Form T2.2.12: "Declaration of Municipal Fees"**, to certify that they have no undisputed commitments for municipal services towards a 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(1)(d), Clause 28(1)(h) and Clause 29(10): Certifications and Registrations

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

The Tenderer's Tax Compliance Status, CIDB Registration and Status, and B-BBEE Level Status (if required), will be confirmed 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)

- 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".

Test for Responsiveness

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

Tenderer's Experience (Returnable Documents)

- 9) The requirements for the submission of the Tenderer's Experience are specified in **Clause F.2.1.3**.

Returnable Form T2.2.16 "ELIGIBILITY: EXPERIENCE OF TENDERER" (consisting of 5 pages) is provided for the return of the experience submissions. The number of pages provided corresponds to the minimum number of submissions required in terms of the **Clause F.2.1.3**.

Should the Tenderer require additional pages, they should include additional copies of the relevant pages.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

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

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

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

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

Name: **Balan Govender**
 Tel: **031 322 2861**
 eMail: **Balan.Govender@durban.gov.za**

The Employer's Agent's Representative is:

Devon Naicker
 Tel: **031 311 7637**
 eMail: **Devon.Naicker@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.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have **Returnable Document T2.2.2: "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or his representative.
- (b) at the time of tender closing, 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.
- (c) in the case of Joint Venture (JV) submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.

F.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Clause F.2.23: "Certificates"** and **Returnable Document T2.2.15: "Verification of CIDB Registration and Status"** with respect to CIDB registration.

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

Joint ventures are eligible to submit tenders provided that:

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

F.2.1.3 Eligibility: Tenderer’s Experience

Tenderers are to complete and sign **Returnable Form T2.2.16: “Eligibility: Experience of Tenderer”** (5 pages).

Only those tenderers that can demonstrate experience and submit the associated documentation/ information, in works of a similar nature, within the past 7 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

- **Table 1: The Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that is required to be included in this submission is specified on this table (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Form T2.2.16**.

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on page 38.

Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission may be deemed invalid.

Table 1: Experience Requirement
A minimum of 2 contracts, with works of a similar nature, within the past 10 years, <u>each</u> with a value of 50% of the tender value submitted for this tender on the Form of Offer (C1.1.1) .

Table 2: Works of a Similar Nature
Provision of Roads and Ancillary Works
• Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: ○ new road construction ○ road widening/upgrades ○ provision of interim roadway related services to informal settlements ○ intersection improvements ○ gravel to surfaced road upgrades ○ access road upgrades ○ major parking areas • Each project must consist of <u>at least two</u> of the following elements: ○ bulk earthworks ○ roadway layer-works ○ asphalt roadway surfacing ○ kerbing / channelling ○ sidewalk / walkway construction ○ stormwater drainage ○ traffic calming measures ○ retaining structures ○ dealing with underground services (watermains, sewers, electricity, communication infrastructure) • Projects that will be <u>excluded</u> are: ○ road rehabilitation projects ○ the construction of gravel roads ○ road maintenance projects

Table 3: Documentation / Information Requirements				
Note: an "X" in this table indicates that the associated documentation should be provided, if applicable.	Works as Sub-Contractor		Works as Main Contractor	
	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement See Note 1.	X	X	-	-
Letter of Award OR Form of Offer & Acceptance See Note 2.	-	-	X	X
Most recent Payment Certificate OR Invoice with Quantities summary. See Note 3.	X	-	X	-
Final Payment Certificate OR Invoice with Quantities summary. See Note 4.	-	X	-	X
Completion Certificate. See Note 5.	-	-	-	X
Scope of Work See Note 6.	To be indicated on individual experience submission form			

NOTES (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
5. Issued by the Client/ Employer.
6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.
If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

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

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

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

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

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

F.2.7 Clarification meeting:

There will be a Compulsory clarification meeting held in the Car Park at 30 Archie Gumede Place, Durban, on 23 January 2024 at 10:30

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

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

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

Should the **Form of Offer** (C1.1.1) and/ or any part of the **Pricing Data** (C2.2) be completed using erasable ink OR pencil, the tender offer will be deemed non-responsive.

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

- Contract No. : **1R-27430**
- Contract Title : **Construction of gravel to surface roads: Khoza Ave and 108828 STR in Inanda, Wards 54 and 55**

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

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

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

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

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

- Date : **Friday, 02 February 2024**
- Time : **11h00**

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

F.2.23 Certificates: Refer to **T2.1: "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, is to be included in the tender submission (<https://secure.csd.gov.za>).

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

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

CIDB Registration

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://registers.cidb.org.za/PublicContractors/ContractorSearch>).

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

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

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

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 documents listed below:

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

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

F.3.8.5 “It must be emphasised that any request for the rectification of deviations or omissions cannot:

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

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

Price Points

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

Preference Points

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

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

- **Ownership Goal**

Goal Weighting: 80%

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

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

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

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

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

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

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 20%

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

Location	80/20
Not in South Africa	0
South Africa	1
Kwa Zulu Natal	2
eThekwin 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

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:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) The Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (e) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (h) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

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

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

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

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

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed 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	17
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	18
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	19
T2.2.4	Contractor's Health and Safety Declaration	20
T2.2.5	MBD 4: Declaration of Interest	22
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	n/a
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	26
T2.2.9	MBD 9: Certificate of Independent Bid Determination	28
T2.2.10	Joint Venture Agreements (if applicable)	31
T2.2.11	Record of Addenda to Tender Documents	32
T2.2.12	Declaration of Municipal Fees	33
T2.2.13	Registration with Compensation Commissioner	34
T2.2.14	CSD Registration Report	35
T2.2.15	Verification of CIDB Registration and Status	36
T2.2.16	Experience of Tenderer	37

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [17](#) to [32](#).

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	Complete or Circle Applicable	
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	eThekwini Supplier Database: Reference number, if any:	PR	
1.7	VAT registration number, if any:		
1.8	CIDB registration number, if any:		
1.9	Department of Labour: Registration number		
1.10	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	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 tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:

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

Name:

Signature:

Date:

T2.2.3 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

Reference is to be made to **Clause F.3.13(h)** of the Tender Data.

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

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

Declaration by Tenderer

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

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

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

Circle Applicable

YES

NO

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:

T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM

In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

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

1.0 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Preference Points for this tender shall be awarded for:
 - **Price and Specific Goals:** 80 (price) and 20 (specific goals), in terms of 1.2 above.
 - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.
- 1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

- 2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- 2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- 2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.
- 2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

OR

90 / 10 Points System

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

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

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race (black)	12	
Ownership Goal: Gender (female)	4	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (Maximum 20)		

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

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 **Part C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: [1R-27430](#) 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 #: Vendor Portal:

Represented by (name): Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #: Vendor Portal:

Represented by (name): Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #: Vendor Portal:

Represented by (name): Signature:

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

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 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:

T2.2.13 REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

If required to be registered in terms of the Occupational Injuries and Diseases Act, Tenderers are to include, at the back of their tender submission, a printout of their most recent Letter of Good Standing from the Department of Labour, and if application for renewal has been made, proof of such application.

*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 CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to **Clauses F.2.1.2, F.2.23, and F.3.13(c)** of the Tender Data.

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

The required class of construction work is specified in **Clause F.2.1.2** of the Tender Data.

CIDB Registrations can be obtained from the CIDB website at:

<https://registers.cidb.org.za/PublicContractors/ContractorSearch>.

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

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

cidb
Construction Industry Development Board
DEVELOPMENT THROUGH PARTNERSHIP

construction industry development board

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

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

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

Reference is to be made to F.2.1.3 of the Tender Data.

Only those Tenderers that can demonstrate experience and submit the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

- The **Eligibility Criteria Requirement** is as stated on **Table 1: “Experience Requirement”**.
- The experience is to be **“Similar in Nature”** to that specified on **Table 2: “Works of a Similar Nature”**. Tenderers are to note the exclusions (if any) stated on this table.
- The **Documentation/ Information** that is required is specified on **Table 3: “Documentation/ Information Requirements”** (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.

It is the responsibility of the tenderer to ensure that the experience submissions comply with the requirements as stated in F.2.1.3 of the Tender Data.

Guidance to Tenderers: Experience Submission Form**Client / Employer Details**

- Provide details for whom the works were carried out (works owner).
- Provide **Contact details of the Client or Main Contractor** (if experience was gained as a sub-contractor) is required to be provided.
The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

Contract Details

- Provide the **Contract Reference Number** and **Contract Title**.
- Indicate if this contract has been completed or is still in progress.
- Provide **Contract Dates**.
- Provide **Contract Values** - Where works are still in progress, provide the value of works that have been completed as detailed on the most recent payment to the Contractor / Sub-Contractor. If the works are complete, provide the Final Value of the sub-contract or Final Contract Price.

Scope of Works

- Indicate the **Works Type(s)** that best describe the works included in the project.
Select the most applicable option (only 1).
- Indicate the **Works Elements(s)** that were included in the project.
Select any elements that were included in the contract.

Joint Ventures

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience, provided that the experience complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

The Tenderer is to indicate (by marking with an "X" in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission.

		If submitted, mark with an "X"
SUBMISSION #1	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	
	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	
	Completion Certificate	
SUBMISSION #2	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	
	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	
	Completion Certificate	

Note: Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission may be deemed invalid.

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:

EXPERIENCE SUBMISSION #1

Reference is to be made to **Clause F.2.1.3** of the Tender Data.

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission may be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:														
	Contract Title:														
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	y		
Completion Date (if applicable):				d	d	m	m	2	0	y	y				
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R										

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		new road construction		
road widening/upgrades		intersection improvements		
gravel to surfaced road upgrades		access road upgrades		
major parking areas		interim roadways to informal settlements		
OTHER: provide a description of the type of project				

Which Works Element(s) were included in the project?		bulk earthworks		
roadway layer-works		asphalt roadway surfacing		
kerbing/ channelling		sidewalk/ walkway construction		
traffic calming measures		stormwater drainage		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on Page 38.

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:

EXPERIENCE SUBMISSION #2

Reference is to be made to **Clause F.2.1.3** of the Tender Data.

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission may be considered invalid.	Entity Name:													
	Contact Name:													
	Contact Tel:					-					-			
	Contact Cell:					-					-			
	Contact email / other:													
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details														

Contract Details	Contract (Reference) Number:													
	Contract Title:													
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	y	
Completion Date (if applicable):				d	d	m	m	2	0	y	y			
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R									

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		new road construction		
road widening/upgrades		intersection improvements		
gravel to surfaced road upgrades		access road upgrades		
major parking areas		interim roadways to informal settlements		
OTHER: provide a description of the type of project				

Which Works Element(s) were included in the project?		bulk earthworks		
roadway layer-works		asphalt roadway surfacing		
kerbing/ channelling		sidewalk/ walkway construction		
traffic calming measures		stormwater drainage		
retaining structures		dealing with underground services		
OTHER: List works elements included in project				

Confirmation of documentation submitted is to be recorded on Page 38.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Contract No: **1R-27430**

Contract Title: **Construction of gravel to surface roads: Khoza Ave and 108828 STR in Inanda, Wards 54 and 55**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.3: SCHEDULE OF DEVIATIONS****This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

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

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

FOR THE TENDERER**FOR THE EMPLOYER**

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

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

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

1.2.1.2 The address of the Employer is:
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001
Postal: Engineering Unit, P O Box 680, DURBAN, 4000
Telephone: 031 322 2879 (t)
Fax: 031 311 7321 (f)
E-Mail: sandile.masondo@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is: Balan Govender

1.2.1.2 The address of the Employer' Agent is:
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001
Postal: Engineering Unit, P O Box 680, DURBAN, 4000
Telephone: 031 322 2861 (t)
Fax: 031 311 7321 (f)
E-Mail: Balan.Govender@durban.gov.za

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

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

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

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman

to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

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

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

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

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

5.3.3 Add the following paragraph:

"If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."

5.8.1 The **non-working days** are **Saturdays and Sundays**.

(5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 2500** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 500,000**.
- Maximum first excess: **R 10,000**.

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20,000**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R500,000**.
- Maximum first excess: **R 10,000**.

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 54 and 55**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

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

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of **12** pages. The pages are numbered 55 to 66

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	68
C3.2 PROJECT SPECIFICATIONS	69
PS.1 Programme, Method of Work, and Accommodation of Traffic	
PS.2 Services	
PS.3 Watermains	
PS.4 Sewers	
PS.5 Stormwater	
PS.6 Electrical Plant	
PS.7 Telkom S.A. Limited / Neotel Plant	
PS.8 CCTV Plant	
PS.9 Management of the Environment	
PS.10 Occupational Health and Safety	
C3.3 STANDARD SPECIFICATIONS	87
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
C3.4 PARTICULAR SPECIFICATIONS	116
C3.4.1 Part AH - OHS Act 1993 Safety Specification (2014)	
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	
C3.5 CONTRACT AND STANDARD DRAWINGS	117
C3.5.1 Contract Drawings / Details	
C3.5.2 Standard Drawings	
C3.6 ANNEXURES	118

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

This contract comprises of the construction new gravel to concrete surface roads, Khoza Avenue and 108828 STR, in Inanda, Wards 54 and 55 respectively. The works follows the alignment of the existing roads and each of the roads passes through a residential area and some dwellings / houses / private properties will be affected.

The works will comprise the required bulk earthworks and the construction of the specified layerworks materials. Concrete surfacing and construction of driveways and new kerbs are to be constructed at either edge of the road. The works also comprise stormwater pipe culverts, stormwater manholes and headwalls, v-drains, and block retaining walls. The works will also consist of protection of existing undamaged services. The width of the Khoza road is 4m wide and 108828 STR is 3.5m wide.

C3.1.2 Description of Site and Access

Refer to Item C4.1: Locality Sketch if applicable

C3.1.3 Nature of Ground and Subsoil Conditions

These roads are existing gravel roads in residential areas. They may have existing sewer and stormwater drainage issues which could have created unsuitable ground conditions and therefore must be considered when constructing the formation of the road / stream embankment.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?

- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (eg. to accesses).
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions: A minimum of one lanes of traffic (controlled in each direction) is expected to flow at all times.
- (9) Community and Labour Disruptions.
- (10) Work stoppages
- (11) Business and associated Forum Disruptions

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.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This will require a revision of the contract programme without a change in contract duration or end dates.

The mechanisms to deal with service relocations may be one or a combination of the following processes:

1. Identification of service relocation/renewal scope of work in consultation with the service owner.
2. Preparation of a tender and bill of quantities for service management in consultation with service owner or the employer's agent.
3. Sourcing prices for the works done through a process directed by the employer's agent that subscribes to a fair, transparent and equitable practices.
4. The contractor will appoint and manage the sub-contractor
5. Manage the workflow process, risk, time, cost, quality of the sub-contractor.
6. Where the service provider choses to undertake the service management at their own accord, then the contractor will facilitate payment after agreement with the employer's agent. The contractor is also required to manage the process of risk, time, cost, quality of the service provider.

It is noted that the above procedures are aimed at putting the responsibility of the service management in the hands of the contractor, who is best suited to mitigate contract risk in this regard.

This contract will not make provisions for any extension of time or delay relating to service management. The contract programme must reflect a realistic timeline that attends to the service management scope of this project.

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient details that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand

PS.1.3 Requirements for Accommodation of Traffic**PS.1.3.1 General**

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

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

PS.2 SERVICES

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

PS.2.1 Existing Services

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

Major services are Electrical HV/MV/LV, Traffic Signals (ETA) and numerous fibre lines. There will be numerous service providers to consult regarding the existing fibre service such as Liquid Telecom / CMAS Projects / DFA / AVS Telecom / Jelani Consulting / Link Africa / Telkom (Openserve) / U2 Networks / Huawei / Shanti Africa / Jintec Electronics (Pty) Ltd / Vodacom / MTN / Vumatel / Neotel and others who have services in different coloured ducts / pipes off and along the numerous main lines, that can exist within and on both sides of the road carriageways, including Water, Stormwater and Sewer pipes and associated property connections.

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. Relocations shall run concurrently with programmed activities. No delay costs will be entertained resulting from failure of service owners to timeously and suitably relocate / lower their affected service. Delays shall be adjusted and accommodated in the project's construction period.

All service relocations shall be completed and finalised within the contract period or sooner. No delay / disruption / standing time claims will be entertained for service relocations, known and unknown, inter-alia service department liaison / design drawing preparation, procurement of materials, installation / relocation, backfilling, coordinating / protecting the service, damages to services. It is reiterated that the Contractor is fully responsible for all service relocations, liaison and verification / design in consultation with the Employer's Agent's Representative for approval, followed by the associated programming and execution.

The identification, protection, relocation and renewal of any underground and overhead service forms part of the scope of this contract. Accordingly, the responsibility of dealing with these services in whatever way deemed necessary by the service owner or employer's agent, belongs to the contractor.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This will require a revision of the contract programme without a change in contract duration or end dates. Meetings, communication, timeframes, correspondence and records of reference shall be collated and accurately recorded and stored or filed.

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

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

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

Generally work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition no sidewalk, verge, median or island shall be surfaced or topsoiled until all work on the services has been completed. Contractor shall liaise timeframes and relocations during the construction phase. Relocations shall run concurrently with programmed activities. No delay costs will be entertained resulting from failure of service department to timeously and suitably relocate / lower their affected service. Delays shall be adjusted and accommodated in the project's construction period. All service relocations shall be completed and finalised within 2 months or sooner of the commencement date. No delay / disruption / standing time claims will be entertained during this period for service relocations, known and unknown, inter-alia service department liaison / design drawing preparation, procurement of materials, installation / relocation, backfilling, coordinating / protecting the service, damages to services. Further to that no delay / disruption / standing time claims will be entertained during the rest of the construction period for service relocations up to the practical completion date. It is reiterated that the Contractor is fully responsible for all service relocations, liaison and verification / design in consultation with the Employer's Agent's Representative for approval, followed by the associated programming and execution.

The identification, protection, relocation and renewal of any underground and overhead service forms part of the scope of this contract. Accordingly, the responsibility of dealing with these services in whatever way deemed necessary by the service owner or employer's agent, belongs to the contractor.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This

will require a revision of the contract programme without a change in contract duration or end dates

The contractor is required to organise and manage the relocation of existing services, if undertaken by relevant service organisation. The tenderer is responsible to identify the services, get quotations from the service providers, appoint the service provider's contractors and to manage the relocation of the services on the construction site including the works for relocation of all services. Sufficient time is allowed for the relocations and the tenderer must ensure the relocations to fit within the during period allowed for in the tender. The cost for relocation will be paid as a Variation Order after three quotations are obtained and approved by the Employers Agent for implementation.

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

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

Some watermains exist in the work area. These are indicated on the contract drawings. The position and depth of the watermains will need to be proved before excavation for the road box takes place. It is not anticipated that it will be necessary for the Contractor to undertake any work on this service. If any work to the watermain is required, the tenderer is responsible to communicate the relocation of the water mains with the eThekweni Water & Sanitation Department and actioned as in PS.2.3. Particular attention should be paid to tie-ins to the existing live mains which normally have to be done by the Water Supply Branch or their approved/appointed contractors, even if the installation of the new main needs to be installed.

Water Connections, top meters, bulk and domestic. For any Water reticulation, bulk materials will be provided by Water Department. together with Appointment of Metro Approved Plumber. Water and Sewer Reticulation - protection / relocation / installation - collection, transport, storage and security of materials from stores. Contractor will be required to collect materials from store on authorisation on more than one occasion. There are various coupling / hydrants / valves. It may be required that temporary rider main is installed at locations where there are difficulties with levels and conflicting services and other annoyances.

Tenderer's attention is drawn to the following points regarding the watermain to be installed / relocated as part of this contract. Relocation of services shall generally be covered by the relevant Service department. Generally, work shall only commence on the relocation / installation of new service once the bulk earthworks have been completed and roughly trimmed to a level along a substantial portion of the affected services route. In addition, no sidewalk, verge, median or island shall be surfaced or top soiled until all work on the services has been completed. The contractor shall prove the position of the watermain, valves, hydrants and waterlines and shall be included in the tenderers rates for excavation. Any tie-ins to the existing live mains are normally done by the Water Supply Branch of eThekweni Municipality. Metro Water will be responsible for any re-lay should the need arise. The Contractor shall liaise with the relevant Department on time frames and requirements to complete the work satisfactorily. Relocations shall run concurrently with programmed activities. No delay costs will be entertained resulting from failure of service department to timeously and suitably relocate / lower their affected service. Delays shall be adjusted and accommodated in the project's construction period. All service relocations shall be completed and finalised within 24 months or sooner of the commencement date. No delay / disruption / standing time claims will be entertained during this period for service relocations, known and unknown, inter-alia service department liaison / design drawing preparation, procurement of materials, installation / relocation, backfilling, coordinating / protecting the service, damages to services. Further to that no delay / disruption / standing time claims will be entertained during the rest of the construction period for service relocations up to the practical completion date. It is reiterated that the Contractor is fully responsible for all service relocations, liaison and verification / design in consultation with the Employer's Agent's Representative for approval, followed by the associated programming and execution. Where independent plumbers recommended / approved by Metro Water, who are on the plumbers and eThekweni database, it will be required that the works is measured / quantified and that a minimum of 3 quotations are received for consideration in terms of MFMA legislation.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This will require a revision of the contract programme without a change in contract duration or end dates.

Meetings, communication, timeframes, correspondence and records of reference shall be collated and accurately recorded and stored or filed.

PS.3.2 Water Main Valve Access

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the

valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compactive Equipment

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

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

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

PS.4 SEWERS

Any existing sewer manholes found in the work area will have to be raised / lowered to suit new road, sidewalk or verge levels. there is currently existing sewer pipes and manholes and various property connections. These connections may conflict with other services and will need to be dealt with on site.

Tenderer's attention is drawn to the following points regarding the sewers to be installed / relocated as part of this contract. Relocation of services shall generally be covered by the relevant Service department. Generally, work shall only commence on the relocation / installation of new service once the bulk earthworks have been completed and roughly trimmed to a level along a substantial portion of the affected services route. In addition, no sidewalk, verge, median or island shall be surfaced or top soiled until all work on the services has been completed.

The contractor shall prove the position of the sewerlines and shall be included in the tenderers rates for excavation. Any tie-ins to the existing live sewer mains are normally done by the Wastewater Branch of eThekweni Municipality. Metro Wastewater will be responsible for any re-lay should the need arise. The Contractor shall liaise with the relevant Department on time frames and requirements to complete the work satisfactorily during the construction period. Relocations shall run concurrently with programmed activities. All service relocations shall be completed and finalised within 24 months or sooner of the commencement date. No delay / disruption / standing time claims will be entertained during this period for service relocations, known and unknown, inter-alia service department liaison / design drawing preparation, procurement of materials, installation / relocation, backfilling, coordinating / protecting the service, damages to services. Further to that no delay / disruption / standing time claims will be entertained during the rest of the construction period for service relocations up to the practical completion date. It is reiterated that the Contractor is fully responsible for all service relocations, liaison and verification / design

in consultation with the Employer's Agent's Representative for approval, followed by the associated programming and execution. Where independent plumbers recommended / approved by Metro Water / Metro Waste Water, who are on the plumbers and eThekweni database, it will be required that the works is measured / quantified and that a minimum of 3 quotations are received for consideration in terms of MFMA legislation. Adequate measures and safety measures / shoring etc. must be taken into consideration as some of the sewers may be relatively deep.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This will require a revision of the contract programme without a change in contract duration or end dates.

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

The stormwater drainage to be installed under this contract is to be integrated into the existing stormwater / stream system.

There is currently existing stormwater pipes and manholes / inlets. New stormwater of 450mm diameter is to be installed. Existing infrastructure will connect to the new line, or alternative be sealed, abandoned or removed. Stormwater excavation is within the existing road and traffic is to be suitably accommodated. Stormwater installation will more than likely conflict with other services, longitudinally or due to a related road or service crossing namely water / electrical / fibres / sewer / Telkom and other services, known and unknown. This will need to be accommodated and rectified on site. Various drains will need to be extended to tie into the new pipe or nearest convenient inlet /manhole.

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT

There are existing electrical poles and electricity lines in the works area. Special attention must be paid to ensure there is no damage to the existing electricity infrastructure. The Tenderer is responsible to communicate and action the relocation of the electrical poles and cables with the Electricity department as per PS.2.3.

PS.6.1 General

Various types of electrical cables including high voltage, low voltage, street lighting and domestic

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

PS.6.2 Street Lighting

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

There may be Departmental delays with regards relocations. Relocations of services shall run concurrently as the work progress as it is required that proving of services and location or position of the cables must be determined. It is a requirement that the street lighting be operational at all times. Relocations shall run concurrently with programmed activities. No delay costs will be entertained resulting from failure of service department to timeously and suitably relocate / lower their affected service. Delays shall be adjusted and accommodated in the project's construction period. The final street lighting shall be installed before asphaltting of sidewalks or should the ELP's be within the median, prior to installation of the paving.

The contractor is to liaise with each of the service owners to identify service management strategies, irrespective of it being new or existing. The works sequence may require revision to accommodate any delay that may be experienced by the contractor in managing the service. This will require a revision of the contract programme without a change in contract duration or end dates. Meetings, communication, timeframes, correspondence and records of reference shall be collated and accurately recorded and stored or filed.

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

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

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

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

The exact position and depth of these services is not known as those service providers have not as yet provided this Department with the relevant records. Notwithstanding this, extreme care is to be exercised when working in the vicinity of these cables and proving of these services by hand

excavation will be required before excavations for roadworks takes place.

PS.8 CCTV PLANT

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

The exact position and depth of these services is not known as those service providers have not as yet provided this Department with the relevant records. Notwithstanding this, extreme care is to be exercised when working in the vicinity of these cables and proving of these services by hand excavation will be required before excavations for roadworks takes place.

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

- a) The Khoza Avenue and 108828 STR are within a residential areas and high volumes of pedestrian movement is expected,
- b) 108828 STR road construction is located next to an electrical poles,
- c) The proposed works will require machinery and plant of varying size,
- d) The manual moving of heavy precast products will be required,

- e) The gradient of the road in moderate to steep. Plant and machinery need to be well controlled. Run-off from the site will have to be well managed (see PS.5 and PS.6),
- f) The deviation of the traffic must be maintained throughout the day and night, weekends and Public holidays included, and
- g) All road signs must be maintained to allow for adequate sight distance by the road users

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SITE SECURITY

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

PS. 13 COMMUNITY LIAISON OFFICER

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

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.

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

Responsibility for the identification of a pool of suitable labour shall rest with one CLO who resides in Wards 54 and 55, selected and approved through the Ward Councillor or appointed representative, 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. Handling costs and profit in respect of the provided Invoiced Amounts shall not exceed a maximum of 10% as per the gazetted hourly labour rate based on the table of the minimum wage in South Africa and with reference to CIDB and for a full days active production on site verified by time and attendance register. The CLO shall not be appointed to another site or other employment and is to be in attendance for the full day based on the active days that the contractor works on the site.

PS.14 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.14.1 General

Various types of Services from different service providers are affected by the contract. The laying, relocation and jointing of all cables will be carried out by the respective service provider, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with service providers throughout the contract.

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

PS.14.2 Quality Assurance (QA) *(Read with SANS 1921)*

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

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

PS.14.3 Management and disposal of water *(Read with SANS 1921)*

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

PS.14.4 Disposal of spoil or surplus material *(Read with SANS 1921)*

The Contractor may dispose surplus and / or unsuitable material in legal spoil areas of his own choice subject to the approval of the Employer's Agent's Representative. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS.15 EMPLOYMENT OF LOCAL LABOUR

The contractor will be required to employ local labour as specified in the Part C3.3: Particular Specifications - "The Use of CLOs and Local Labour" of this Contract document. The contractor will be required to ensure that a minimum of 50% of the labour force 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 and local communities immediately around the site. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this. The rate of reimbursement will be equal to the daily rate stipulated and gazetted by the Department of Labour based on an 8 hour day. The entire project is not a labour intensive project as the bulk of the work is mechanically achieved, however it is required that the Contractor and sub-Contractors shall use local labour as much as possible and provide opportunity to local business forums for smaller task on appointment and on tender process based on the sum of the equivalent tendered rates.

The Contractor is to submit proof of employment of local labour.

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.

PS.16 SURVEY**PS.16.1 SUBMISSION OF AS-BUILT DATA**

The Tenderer shall note the lump sum item section1 – under Clause PS.11.1 covering the submission of as-built data. The Contractor shall supply the Employer's Agent's Representative with: -

1. A list of co-ordinates of cable duct markers and watermain valve covers newly constructed, modified or existing within the vicinity of the works
2. A list of surveyed invert and cover levels, and co-ordinates of all catchpits, manholes/barrier inlet unit and headwalls newly constructed, modified or existing within the vicinity of the works.
3. A list of surveyed invert and cover levels, and co-ordinates of all cable duct manholes newly constructed, modified or existing within the vicinity of the works.
4. A list of surveyed invert and cover levels, and co-ordinates of all sewer manholes newly constructed, modified or existing within the vicinity of the works.
5. A list of co-ordinates of road edge levels, kerbs, barriers and concrete lined drains.
6. Drawing in electronic format including items 1 to 5 listed above.
7. Materials As-Built records captured as per the eThekweni Municipality Materials As-Built record template (Template to be provided by Employer's Agent's Representative). The completion

certificate shall not be issued unless the above information has been forwarded to the Employer's Agent's Representative

8. Setting-out of the Works

Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract.

It is the Contractor's responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Employer's Agent's Representative promptly so they can be corrected before any abortive expenditure is incurred.

PS. 17 TESTING

Further to clause AB.6, the Contractor is to include in his unit rates for the cost of classification testing of all materials delivered to site intended for use in the layer works and for all density control testing of all layerworks as per the pavement design illustrated on the contract drawings.

The Contractor is to provide results of all control testing to the Employer's Agent's Representative, if satisfied the Employer's Agent's Representative will then give the Contractor written permission to proceed with the next stage of construction.

Random acceptance testing will be undertaken by the Roads Provision Department, Pavement and Geotechnical Engineering Branch.

The Contractor is to include in his rates for testing of all concrete items in accordance with clause C.7 of the Durban Standard Engineering Specifications.

PS.18 AS BUILT DRAWINGS

The Survey for, and Preparation of As-Built drawings is to be done by a professionally registered Surveyor in accordance to the EThekweni Municipality, Land Surveying Branch: Engineering Surveys standard. The guidelines and examples are available.

(See http://www.durban.gov.za/City_Services/engineering%20unit/Surveying_Land_Information/Page_s/default.aspx).

The contractor is to provide a full survey drawing of the entire works, indicating all key aspects of the works including position of the fence, levels and street furniture within the scope of works, with particular emphasis to a complete tachey survey.

The contractor shall commission a surveyor close to the end of the works such that the survey shall be concluded on completion of the work.

Should the as built survey not be ready once the works are completed, the final payment certificate shall exclude payment for this item and a completion certificate and retention money shall be withheld until such time the as built survey is handed to the Engineer.

If required, payment for the above will be made under the applicable items as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

PS.20 STAKEHOLDER MANAGEMENT AND LIAISON

The construction environment is one of uncertainty in terms of participation expected from various bodies, organisations and community structures that may present themselves in various guise and forms.

The employer has identified this as a contractual risk, but is unable to directly influence actions that will mitigate these risks. It is therefore a condition of this contract that any risk pertaining to the above stated conditions are placed as the sole responsibility of the contractor who is best suited to and possesses the most influence in identifying, mitigating and managing these risks.

The contractor is therefore required to take whatever steps deemed necessary to prevent any delays or cost implications to the project, by actively putting in place a Stakeholder Management Plan that deals with:

- Create a Stakeholder Register which identifies all stakeholders at the onset and throughout the duration of the contract
- Categorizing of stakeholders according to their interests, influence and contribution to the project
- Rating of stakeholders according to their influence and power on the project
- Addressing and communicating contractual opportunities to the identified groups
- Identifying Risks associated with stakeholders
- Continuous mitigation of Risks in terms of the Stakeholder Management Plan

The identification of Stakeholders and the contents of the Stakeholder Management Plan must be continuously updated, and shall be approved by the Employer's Agent.

The provisions of this payment item, as a monthly Time related rate, is to cover all actions required by the contractor in terms of preventing any delays or added cost implications to this project. This risk is deemed to have been transferred to the contractor.

There will be no liability in the form of extension of time, Preliminary and General payment items and standing time costs attributable to the Employer in terms of any disruption arising from the actions of the identified or unidentified stakeholders.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
EB	Graded Crushed Stone	December	1988
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EL	Dumprock Subgrade Improvement		
EM	Concrete Surface to Roads		
F	Protection Works	July	1992
PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EB	Graded Crushed Stone
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EL	Dumprock Subgrade Improvement
PS EM	Concrete Surface to Roads
PS F	Protection Works
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS TA	Road Signs
PS TB	Road Markings

PS.AB GENERAL SPECIFICATIONS

<u>INDEX</u>	<u>PAGE</u>
PS.AB.1 SITE FACILITIES	89
PS.AB.1.1 Temporary Offices for Engineer and Staff	89
PS.AB.1.2 Contractor's Camp Site and Depot	89
PS.AB.1.3 Accommodation of Employees	90
PS.AB.1.4 Power Supply, Water and other Services	90
PS.AB.2 SERVICES CONNECTION FEE.....	90
PS.AB.3 TELEPHONE	90
PS.AB.4 NOTICE BOARD.....	90

PS.AB.1 SITE FACILITIES**PS.AB.1.1 Temporary Offices for Engineer and Staff**

No offices are required for the Engineer and for the Engineer's staff.

PS.AB.1.2 Contractor's Camp Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

(a) Contractor's Camp Site / Store Yard

The recommended position of the camp site/store yard will be pointed out by the Engineer. However, the Contractor may, if he prefers to have a camp site at another location of the work, site it elsewhere provided that he first obtains the written permission of the landowner, and subsequently the Engineer, to do so.

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

In addition to the requirements of SABS 1200A Clause 8.3.2.2 the following conditions shall also apply :

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) No electrical facilities exist on site.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director : Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

PS.AB.1.3 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

PS.AB.1.4 Power Supply, Water and other Services

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

(a) Water for Works

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

(b) Power Supply for Works

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

PS.AB.2 SERVICES CONNECTION FEE

Further to Clause AB.2.3, the Engineer does not require an office.

PS.AB.3 TELEPHONE

No telephone is required.

PS.AB.4 NOTICE BOARD

Notice Board is not required.

PS.B SITE CLEARANCE**INDEX****PAGE**

PS.B.1	GENERAL CLEARANCE AND GRUBBING IN ROAD RESERVE.....	91
PS.B.2	REMOVAL OF EXISTING PRECAST KERBS	91
PS.B.3	REMOVAL AND GRUBBING OF LARGE TREES AND STUMPS.....	91
PS.B.4	REMOVAL OF GUARD RAIL AND GUARD RAIL POSTS	91
PS.B.5	PROVING EXISTING SERVICES	91

PS.B.1 GENERAL CLEARANCE AND GRUBBING IN ROAD RESERVE

The unit of measurement is the square metre (m²).

No deductions will be made for buildings and structures, but the area does not include existing hardened areas, which will be paid under a separate item. Clearance and grubbing quantity shall be agreed and determined prior to clearance.

The rate shall cover the cost of clearing the surface, litter, building material and boulders up to 0,15 m³ in size, grubbing of vegetation and tree stumps.

PS.B.2 REMOVAL OF EXISTING PRECAST KERB, ROADWAYS

The unit of measurement shall be cubic metre (m³) and the rate shall include for the labour and plant necessary for the break up and removal / disposal of roadways, kerb, channel/fillet, asphalt extruded haunch, unreinforced concrete to approved tip site - measured per weighbridge tally slip.

PS.B.3 REMOVAL AND GRUBBING OF LARGE TREES AND STUMPS

The unit of measurement is Number (No.). Trees and stumps shall be termed large if the girth measured at its narrowest point in the first metre of its height above ground level is greater than 1,5 m. The rate shall cover the cost of clearing and grubbing and the disposal of material as specified in clause B.3.

PS.B.4 REMOVAL OF GUARD RAIL AND GUARD RAIL POSTS

The unit of measurement is metre (m) of guard rail. The rate shall cover the cost of dismantling the guard rail, removing the posts, loading, transporting, off-loading and stacking all material on site.

PS.B.5 PROVING EXISTING SERVICES

The unit of measurement shall be the cubic metre (m³) with various depth horizons starting with up to 1,5 m depth and thereafter in 0,5 m increments.

The unit rate for proving existing services shall include for -

(1) all as items (1), (5), (7), (8), and (9) of clause DB.8.5;

- (4) for proving services anywhere within the contract area and in advance of the main excavation; and
- (5) special care in excavation by hand in vicinity of services.

PS.C CONCRETE WORKS**INDEX**

PS.C.1	NEW SABS SPECIFICATION FOR PORTLAND BASED CEMENT
PS.C.2	PLANT FOR CONCRETE WORK
PS.C.3	PLACING OF CONCRETE
PS.C.6	CONSTRUCTION OF A CONCRETE ROAD
PS.C.8	NEW SABS SPECIFICATION FOR PORTLAND BASED CEMENT
PS.C.9	PORTLAND BLAST FURNACE CEMENT (CLAUSE C.3.1)
PS.C.10	MATERIALS AND PLANT FOR CONCRETE WORK
PS.C.11	PLACING OF CONCRETE
PS.C.14	GRADE 20/26 AND 25/26 CONCRETE
PS.C.16	CONCRETE SURFACING
PS.C.17	HAND PLACING OF CONCRETE
PS.C.18	PREPARATION OF UNDERLYING LAYERS
PS.C.19	LONGITUDINAL/TRANSVERSE JOINT TYPES
PS.C.20	TIE BARS
PS.C.21	FINISHING
PS.C.22	SMOOTHNESS OF SURFACING
PS.C.23	PROTECTION OF THE CONCRETE PAVEMENT
PS.C.24	CURING
PS.C.25	TESTS ON CONCRETE
PS.C.26	LIQUID SEALANT IN JOINTS BETWEEN CONCRETE AND ASPHALT PAVEMENT

PS.C.1 NEW SABS SPECIFICATION FOR PORTLAND BASED CEMENT

The new SABS ENV. 197-1 (adopted in 1996) : Cement - composition, specification and conformity criteria Part 1 : Common Cement, replaces SABS 471 - 1979, SABS 626 - 1971 and SABS 831 - 1971 in Clause C.2 of Part C : Concrete Work. This also has reference to Part G : Prestressing, specifically for the cement for grouting of prestressing ducts.

PS.C.2 PLANT FOR CONCRETE WORK

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

PS.C.3 PLACING OF CONCRETE

No concrete is to be placed in the excavations until this has been approved by the Engineer or his Representative.

wooden float finish, Ref 395 reinforcing mesh wire, shuttering and any jointing required with softboard between the panels.

PS.C.6 CONSTRUCTION OF 150mm THICK CONCRETE ROAD

The unit of measurement of a 150mm thick 25/19MPa concrete road shall be cubic meter (m³). The rate should include all excavations, setting out, backfilling, supply of 20/19Mpa concrete in 4m panel with wooden float finish, Ref 395 reinforcing mesh wire, shuttering and any jointing required

with softboard between the panels, curing with rough stiff bristled broom finish applied transversely across the width of the road.

PS.C.8 NEW SABS SPECIFICATION FOR PORTLAND BASED CEMENT

The new SABS ENV. 197-1 (adopted in 1996): Cement - composition, specification and conformity criteria Part 1: Common Cement, replaces SABS 471 - 1979, SABS 626 - 1971 and SABS 831 - 1971 in Clause C.2 of Part C: Concrete Work. This also has reference to Part G: Prestressing, specifically for the cement for grouting of prestressing ducts.

PS.C.9 PORTLAND BLAST FURNACE CEMENT (CLAUSE C.3.1)

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

PS.C.10 MATERIALS AND PLANT FOR CONCRETE WORK

Where the mixing and placing of concrete is concerned, the Contractor shall have at least one standby machine available for each operation of the processes of mixing, hoisting, transporting or placing. No concrete work may be commenced unless the above requirements are fully met. All concrete is to be ready-mix concrete from an accredited supplier. No hand mixing will be permitted except for restricted conditions whereby hand mixing may be permitted.

PS.C.11 PLACING OF CONCRETE

No concrete is to be placed in the excavations until this has been approved by the Engineer or his Representative.

PS.C.14 GRADE 20/26 AND 25/26 CONCRETE

The rate of payment for this work shall be cubic metre (m³) and the Contractor shall allow in his price for the supply of all materials required to fully construct, shuttering, handling, levelling, and vibrating, for the concrete to wall footings, if required and as directed by Engineer on Site as well as for the encasement to ducts as detailed on Drawing No.48815.

PS.C.16 CONCRETE SURFACING

Concrete shall be cast in alternate panels with each panel making up the following dimensions width 2,25m, length 2.25m and nominal thickness 0,15m, with construction joints being formed both longitudinally and transversely. Payment for longitudinal and transverse joints will be paid separately.

No batching or hand mixing will be permitted.

The rate tendered for this item shall be per square meter (m²), for the specified thickness and compressive strength. The rate shall include for all plant, labour, and materials including preparatory works, formwork, texturing, curing and protection.

PS.C.17 HAND PLACING OF CONCRETE

No concrete is to be placed in the excavations until the base layer has been approved by the Engineer or his Representative.

The Contractor shall make allowance in his rates for hand placing of concrete and for fixing of tie bars as detailed in Drawing No. 48815.

The Contractors attention is drawn to the provisions of clause C.5.11, which states that concrete shall be placed within one hour from the time of discharge.

The Contractor shall note that texturing and curing of the concrete pavement will NOT be measured separately. The Contractor shall therefore allow for this in his rate for concrete surfacing.

PS.C.18 PREPARATION OF UNDERLYING LAYERS

When the temperature of the subbase exceeds 20⁰ C the subbase shall be wetted in advance of the placing of the concrete, keeping the surface continuously wet for a period of at least one hour before placing the concrete.

Immediately before placing of the concrete the excess water shall be broomed off the road so as to ensure that the subbase is still damp when the concrete is placed, but without puddles of water or pockets of mud.

The wetting is of particular importance during hot dry weather and no concrete shall be placed on a subbase which has not been wetted or which has dried out.

PS.C.19 LONGITUDINAL/TRANSVERSE JOINT TYPES

The Schedule of Quantities provides the Contractor with longitudinal and transverse joint types. The Contractor shall price these types of joints.

The longitudinal and transverse joints to be constructed shall be as detailed on Drawing No. 48815. Payment shall be under item C.4 as required.

The Contractor's rate shall include for all plant, labour and materials necessary for the construction of the specific joint but shall NOT include the supply and fixing of tie bars which shall be measured separately.

PS.C.20 TIE BARS

Tie bars shall consist of Y10 deformed bars complying with the requirements of SABS 920 as detailed on Drawing No. 48815.

Tie bars of the required dimensions and spacing shall be placed at right angles to joints. Tie bars shall be free of paint, grease or other coatings that may affect bond with the concrete.

At construction joints, the one half of the tie bar shall be supported on the subbase by means of suitable stools while the other half shall project into the adjacent pavement.

PS.C.21 FINISHING

The surface shall be roughened with a light pass of a stiff bristled broom applied transversely across the width of the road to create striations of about 1,5mm to 3,0mm in depth. In order to ensure straight brush marks, the brush shall be operated against a straight-edge laid at right angles to the pavement centre line.

PS.C.22 SMOOTHNESS OF SURFACING

The minimum number of surface irregularities permitted with a 3m rolling straight edge on each panel will be as follows:

10 mm – 2 No.

15 mm max – 1 No.

PS.C.23 PROTECTION OF THE CONCRETE PAVEMENT

The Contractor shall take precautions in the form of barricading and watchmen to keep pedestrians, cyclists, animals etc., off the freshly placed concrete, particularly outside normal working hours.

No vehicular traffic having an axle loading greater than 20 kN shall be run on the finished surface of a concrete pavement within a period of fourteen days of its completion, unless the Engineer permits a reduction of this period when the pavement is constructed during generally warm weather conditions. Rubber-tyred vehicles having an axle loading less than 20 kN and traveling at speeds not exceeding 25 km/h may be permitted after a period of seven days from the completion of a concrete pavement.

No vehicle with an axle load in excess of 80 kN shall be run on the completed surface at any stage of the contract.

PS.C.24 CURING

Curing shall be in accordance with the provisions of clause C.5.13. Methods (b) and (c), as included in C.5.13.2, shall NOT be permitted on the finished pavement surface.

PS.C.25 TESTS ON CONCRETE

The Roads Provision Department shall supervise the slump and air content testing and the making of the concrete cubes for compressive strength testing. The Contractor shall be responsible for the sampling, the provision of all equipment including concrete cube moulds, and for curing. The transporting of the cubes shall be the Contractor's responsibility. The testing of the cubes shall be done by the Pavement and Geotechnical Engineering Laboratory.

The procedure for sampling, manufacture of test cubes, storing, curing and testing shall be in accordance with the TMH1 Method D1. The following deviations from the above procedure shall apply:

When test cubes are prepared by rodding, six specimens shall be prepared per batch and the average of the three cube strengths shall be taken as one test result.

In the case of concrete pavements a minimum of 6 test cubes shall be taken for each batch of concrete delivered to the site.

PS.C.26 LIQUID SEALANT IN JOINTS BETWEEN CONCRETE AND ASPHALT PAVEMENT

The liquid sealant used in joints between concrete and asphalt pavement shall be hot-poured type joint sealing compound placed in accordance with the manufacturer's specification. The Contractor is to submit sample specifications to the Engineer for approval prior to procuring of materials.

PS.DA EARTHWORKS : BULK**INDEX****PAGE**

PS.DA.1	INTERPRETATIONS.....	98
PS.DA.2	EXCAVATION OF MATERIAL FROM SITE	98
PS.DA.3	IMPORT SUITABLE FILL MATERIAL	98
PS.DA.4	COMPACTION OF FILL.....	99
PS.DA.5	TOLERANCES	99
PS.DA.6	OVERHAUL	99
PS.DA.7	STOCKPILE HANDLING	99
PS.DA.8	IMPORT, PLACE AND COMPACT GRAVEL MATERIAL.....	99

PS.DA.1 INTERPRETATIONS

The following shall be added to the list of definitions.

Top of earthworks: The top of earthworks shall be defined as the underside of the sub base or selected layers under roads, the base under sidewalks and the underside of the topsoil layer under verges and embankments.

PS.DA.2 EXCAVATION OF MATERIAL FROM SITE

- (a) Further to Clauses DA.8.1 and DA.8.3 Tenderer's are to note that the measurement of excavation of material on site is based on the cut volumes in place before excavation between the original ground levels after stripping of topsoil and the top of earthworks calculated from cross sections as described in Clause DA.8. No allowance will be made for bulking or shrinkage and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill.
- (b) The nature of the road works is such that a considerable amount of the excavation shall be in restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.
- (c) The Contractor's attention is drawn to the presence of water mains in the road reserve area. The Contractor shall limit the size and type of construction plant used in this area so as not to damage the existing water main. Any damage to the water main due to the size and type of construction plant used will be to the Contractor's account.

No additional payment will be made for compliance with this clause and Tenderer's shall include in the relevant rate for all extra plant, labour and materials required to work in these areas.

PS.DA.3 IMPORT SUITABLE FILL MATERIAL

The unit of measurement shall be tight cubic metre (m³) The fill material shall conform to the requirements for a G7 Material as described in TRH 14 with the following Amendments:-

- (a) The material shall be free of weathered shale and will be subject to the approval of the Engineer.

PS.DA.4 COMPACTION OF FILL

The second paragraph of Clause DA.8.5 is to be amended by substituting "top of earthworks" for 'formation' where it occurs.

PS.DA.5 TOLERANCES

Clause DA.6 shall be amended to read as follows :

The allowable tolerances shall be :

- (a) the design angle ± 2 degrees for the angle of the cut or fill slope;
- (b) not less than the design width, nor more than 300 mm greater than the design width for the transverse horizontal embankment width at any level; and
- (c) the layer thickness ± 20 mm for topsoil;
- (d) For the formation, the Contractor will be required to place level pegs longitudinally at 10 m intervals on the road construction contract and elevation tolerances shall be taken on a section of the works. (When a portion of the works is less than 500 m² one tolerance reading per 10 m² shall be taken).

In any section the average of the elevations taken shall be such that the average thickness of the succeeding layer or layers above the formation shall be not less than that specified/nor greater than that specified plus 20 mm.

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

PS.DA.6 OVERHAUL

Notwithstanding the requirements of Clause DA.8.10 no additional payment shall be made for overhaul.

PS.DA.7 STOCKPILE HANDLING

Tenderers are to note that no stockpile handling will be payable on this contract. Cut material suitable for fill, shall be placed directly into fill without being stockpiled. If this is not possible, the Tenderer shall include in the bulk earthworks rates, any costs that he would incur in stockpiling and subsequent rehandling of material.

PS.DA.8 IMPORT, PLACE AND COMPACT GRAVEL MATERIAL

The completed gravel material (G2 and G7 as described in TRH14) layer shall be measured in cubic metres (m³) compacted in place. The rate shall cover the supply, loading, transporting, dumping, spreading, and all processing of the layer.

PS.EF KERBS AND HAUNCHES

<u>INDEX</u>	<u>PAGE</u>
PS.EF.1 BARRIER AND MOUNTABLE KERB AND CHANNEL / FILLET	100
PS.EF.2 SAW CUT TO EXISTING ROAD EDGE	100
PS.EF.3 ADDITIONAL CONCRETE TO KERB FOUNDATION	100
PS.EF.4 EXCAVATION FOR KERB AND CHANNEL / FILLET IN EXISTING ASPHALT LAYERS	100

PS.EF.1 BARRIER AND MOUNTABLE KERB AND CHANNEL / FILLET

All barrier and mountable kerbing is to be constructed in accordance with Details as per the contract drawings C3.4.1. Concrete cubes 6 No. shall be produced for each pour of concrete for strength determination at 7days and at 28days. Care shall be taken in making the cubes to specification. Cubes shall be properly referenced and allowed to cure in water prior to delivery to laboratory for crushing.

PS.EF.2 SAW CUT TO EXISTING ROAD EDGE

The saw cut shall be cut with a diamond cutter to a neat uniform line 50 mm deep along the edge of the existing road where directed by the Engineer.

The unit of measurement for the saw cut shall be linear metre (m) and the rate shall cover the overall depth of cut.

PS.EF.3 ADDITIONAL CONCRETE TO KERB FOUNDATION

The rates for this item if for the construction of the base for Type A and Type C kerbing and shall be in accordance with the construction of Type B and Type E kerbing and shall be based on the minimum dimensions indicated on Standard drawing 38577. Where the asphalt layers necessitate an increase in the kerb foundation thickness, the supply of this additional concrete shall be paid for separately. The unit of measurement shall be the cubic metre (m³) of concrete required for construction of Type A and Type C kerbing base as per indicated dimensions and shall cover only the supply and placing of the concrete, compaction and any formwork that may be required.

PS.EF.4 EXCAVATION FOR KERB AND CHANNEL/FILLET IN EXISTING ASPHALT LAYERS

The unit of measurement shall be the cubic metre (m³). The rate shall include all the materials, labour and plant necessary to cut two parallel joints in the existing asphalt the width of the kerb base to be laid, the excavating, loading and transporting of surplus material to the approved tip. Saw cutting, if necessary, shall be measured separately.

PS.EG SIDEWALK/MEDIAN AREAS**INDEX****PAGE**

PS.EG.1	APPROVED WEED KILLER.....	101
PS.EG.2	SCOOP AND ACCESS HARDENING CONSTRUCTION.....	101
PS.EG.3	PRIME COAT	101
PS.EG.4	BRICK PAVED CROSSING CONSTRUCTION.....	101
PS.EG.5	BRICK PAVED SIDEWALK CONSTRUCTION	Error! Bookmark not defined.

PS.EG.1 APPROVED WEED KILLER

Wherever mentioned, the approved weed killer shall be “OUTPACE 100GR” or approved equivalent.

PS.EG.2 SCOOP AND ACCESS HARDENING CONSTRUCTION

The Tenderer's attention is drawn to the various types of pavement construction for the various types of access. The type of construction applicable to a particular scoop shall either be indicated on the relevant drawings or shall be indicated in writing by the Engineer on site.

PS.EG.3 PRIME COAT

Prime coat shall be applied to all crusher run surfaces at 0.6litres /m². Care shall be taken to prevent overspray onto kerbing. The unit of measurement shall be the square metre (m²). A conversion check will be carried out to determine the number of drums required based on 200litres per drum.

PS.EG.4 CONCRETE DRIVEWAY CONSTRUCTION

The Tenderer's attention is drawn to the construction of the 100mm thick brick paved crossing. The rate shall include all of the requirements indicated in the Standard specifications (EG.8.4) and Bill of Quantities as 150mm thick formation (rip and re-compact). The unit of measurement shall be the square metre (m²).

PS.EF DUMPROCK SUBGRADE IMPROVEMENT**INDEX****PAGE**

PS.EL.1 DUMPROCK 102

PS.EL.1 DUMPROCK

Dumprock as defined below is to be used as sub-grade improvement at the discretion of the Engineer after assessment of the prevailing ground conditions.

Clause EL.3 shall be amended to read as follows :

The dumprock shall consist of fresh to slightly weathered ungraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mud rocks shall not be accepted.

Dumprock shall have a maximum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be ungraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site.

Dumprock shall have a minimum 10% FACT value of 100 KN when dry and 40 KN when tested drained after 24 hours soaking.

PS.F PROTECTION WORKS

<u>INDEX</u>	<u>PAGE</u>
PS.F.1 TOPSOILING	103
PS.F.1.1 Materials.....	103
PS.F.1.2 Measurement and Payment.....	103
PS.F.2 DRAINAGE GRADE GEOFABRICS	103
PS.F.3 TERRACE BLOCK RETAINING SYSTEM / WALL	104
PS.F.3.1 EXCAVATION FOR T.B. RETAINING SYSTEM FOOTING.....	104
PS.F.3.2 TYPE "A", "B" AND "C" CONCRETE BASE FOR T.B. RETAINING SYSTEM.....	104
PS.F.3.3 T.B. RETAINING SYSTEM – TB500 AND TB300 WALL UNITS	104
PS.F.3.4 CLEAN COARSE SAND AND 19mm STONE CHIP DRAINAGE LAYER TO WALL.....	104
PS.F.3.5 CEMENT STABILISED BACKFILL BEHIND T.B. WALL UNITS	105
PS.F.3.6 100mm "NETLON" SUB-SOIL PIPE LAID IN STONE LAYER BEHIND T.B. WALL.....	105

PS.F.1 TOPSOILING**PS.F.1.1 Materials**

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

The imported topsoil shall be obtained from a source approved by the eThekweni Parks Department.

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

PS.F.1.2 Measurement and Payment

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

PS.F.2 DRAINAGE GRADE GEOFABRICS

The geo-fabric to stone bedding must comply with Clause PG.3.8 of Part PG : Non-Pressure Pipelines and Precast Concrete Culverts.

The unit of measurement shall be the square metre (m²). The rate shall include for its supply, laying, joining, cutting and waste.

PS.F.3 TERRACE BLOCK RETAINING SYSTEM / WALL

The retaining system walls shall be constructed using “Terrace Block” concrete TB500 wall units or equivalent approved by the Engineer.

The retaining system positions and construction details are indicated on the contract drawings. The following clauses shall be applicable regarding the various operations required to construct the walls.

PS.F.3.1 EXCAVATION FOR TERRACE BLOCK RETAINING SYSTEM FOOTING

The unit of measurement shall be the cubic metre (m³) and the rate tendered shall include for all plant or labour required to complete the work.

PS.F.3.2 TYPE “A”, “B” AND “C” CONCRETE BASE FOR TERRACE BLOCK RETAINING SYSTEM

The various types of concrete bases are applicable relative to the wall height. The base shall be constructed using grade 25/26 concrete. The unit of measurement shall be the cubic metre (m³) and the rate tendered shall include for all plant, labour and materials required to complete the work.

PS.F.3.3 TERRACE BLOCK RETAINING SYSTEM – TB500 AND TB300 WALL UNITS

The spacing / placement of the TB500 and TB300 wall units shall be such that there is a minimum of eight (8) units to the square metre (m²) to the front surface area of wall. The unit of measurement shall be the square metre (m²) and the rate tendered shall include for all plant, materials and labour required to complete the work.

50mm diameter PVC weepholes are to be built into the wall at 2,5m centres. The pipes are to extend from the back of the sand or stabilized drainage layer behind the wall to the outer face. The unit of measurement shall be number (no) and the rate shall include for materials and labour necessary to install the weepholes.

PS.F.3.4 CLEAN COARSE SAND AND 19mm STONE CHIP DRAINAGE LAYER TO WALL

The method of use of these two materials is described in the wall detailed on the contract drawings. The unit of measurement for both materials shall be the cubic metre (m³).

PS.F.3.5 CEMENT STABILISED BACKFILL BEHIND TB WALL UNITS

The cement stabilized backfill behind the wall shall comprise a 12 : 1 ratio by volume of clean coarse sand to cement mix. The mix is to be rammed into and between the units / blocks and is to further form a 500mm fill layer behind the units to the heights indicated in the wall details on the contract drawings. The unit of measurement shall be the cubic metre (m³) and the rate tendered shall include for all plant, materials and labour required to complete the work.

PS.F.3.6 100mm “NETLON” SUB-SOIL PIPE LAID IN STONE LAYER BEHIND TB WALL

The sub-soil pipe is to be laid within the 19mm stone chip drainage layer at a grade so as to drain effectively, out falling either into the new stormwater system or to be laid so as to outfall through the kerbing into the channel / fillet. The unit of measurement shall be the linear metre (m).

PS.PG NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS

<u>INDEX</u>	<u>PAGE</u>
PS.PG.1 SUBSOIL PIPES	106
PS.PG.2 SUBSOIL DRAINS AND OUTLETS.....	106
PS.PG.3 STONE FOR SUBSOIL DRAIN FILTER.....	107
PS.PG.4 RIVER SAND BACKFILL FOR SUBSOIL DRAIN FILTER.....	107
PS.PG.5 GEOFABRIC BLANKET.....	107
PS.PG.6 CONCRETE ENCASEMENT OF DUCTS UNDER CARRIAGEWAYS.....	107
PS.PG.7 TELKOM CABLE DUCTS	108
PS.PG.8 CONCRETE LINED OPEN "V" DRAIN	108
PS.PG.9 BRICK HEADWALLS TO DUCTS	108
PS.PG.10 CABLE DUCT MARKERS.....	108

PS.PG.1 SUBSOIL PIPES

The following clause shall replace Clause PG.3.5.

"These shall be "Netlon" plastic subsoil pipes complying with SABS 791 as amended.

Hole Size	:5 ± 1 mm Diameter
Diameter of Pipe	:100 ± 10 mm.
Pipe Invert	:25% of the circumference of the pipe is to be free from slots or holes to form an invert to the pipe."

PS.PG.2 SUBSOIL DRAINS AND OUTLETS

Positions and type of subsoil drains have not been shown on the plans but will be indicated on site by the Engineer.

Subsoil drains shall be type A, B or C as detailed on Standard Drawing No. 38575

Subsoil pipes shall be "Netlon" plastic pipes conforming to SABS 791. The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall in accordance with Clause PG 5.5, or into a special outlet structure as detailed on the project drawings and measured under part PH.

PS.PG.2.1 Connection of Subsoil Drains to Existing Stormwater System

Where subsoil pipes require to be built into an existing stormwater inlet/manhole or headwall, the unit of measurement shall be number (No.)

The rate tendered shall include for all labour and materials to construct the connection in accordance with Clause PG.5.5. and for trimming the geofabric at the connection.

PS.PG.2.2 Subsoil Termination Stub

The final 1 metre length of the subsoil drain before the manhole/catchpit shall be 100 mm diameter non-perforated U.P.V.C. pipe.

The unit of measurement shall be number (No.). The rate shall include for the supply and laying of the pipe, and for all work necessary to tie into the stormwater manhole/catchpit.

PS.PG.3 STONE FOR SUBSOIL DRAIN FILTER

The following clause shall replace Clause PG.3.10.

"The stone aggregate used for the subsoil drain filter shall consist of 9,5 mm crushed stone conforming to the following grading :

Sieve size mm	132	95	67	475	236
% Passing	100	85 – 100	0 - 55	0 - 25	0 - 5

PS.PG.4 RIVER SAND BACKFILL FOR SUBSOIL DRAIN FILTER

The following clause shall replace Clause PG.3.11.

"River sand for subsoil drain filter shall consist of clean river sand conforming to the following grading :-

Sieve size mm	67	475	150	75
% Passing	100	90 -100	0 - 15	0 – 3

and having a Fineness Modulus of 2,0 - 3,5."

PS.PG.5 GEOFABRIC BLANKET

The geo-fabric shall comply with Clause PG.3.8 and the rate tendered shall include for wrapping the geo-fabric around either the subsoil pipe, subsoil drain or stone bedding.

PS.PG.6 CONCRETE ENCASEMENT OF DUCTS UNDER CARRIAGEWAYS

Further to Clause PG.8.11.2 the Contractor shall note that concrete grade 20 / 26 shall be used for all duct encasement.

PS.PG.7 TELKOM CABLE DUCTS

The position, depth and extent of the Telkom ducts to be constructed / installed as part of this contract is detailed on Drawing number 47458.

Construction details and dimensions are provided on the Standard Drawings, C3.4.4 of this contract document.

The tenderer shall note that the Telkom tape and screen wire required for the Telkom ducts will be supplied free of charge and delivered to site by Telkom.

Separate items have been provided in the Bill of Quantities for excavation, sand bedding and backfill.

PS.PG.8 CONCRETE LINED OPEN “V” DRAIN

The unit of measurement shall be the Linear metre (m) and the rate shall include for all excavation, trimming, shuttering, the supply of concrete and all materials and labour required to complete the work.

PS.PG.9 BRICK HEADWALLS TO DUCTS

Ducts shall have brick headwalls constructed at each end of the ducts, as shown on standard Drawing No. 38581. Bricks for these headwalls shall be selected good quality commons. Mortar shall conform to mix Class A as defined in the latest edition of the Standard Building Regulations. Construction of brickwork shall be as specified in Clause F.5.6.3.

PS.PG.10 CABLE DUCT MARKERS

Cable duct markers will not be supplied by the Roads Provision Department. The Contractor shall obtain the cable duct markers from his own source. The unit of measurement shall be number (no) and the unit rate shall include for storage, excavation and concrete bedding.

PS.PH MANHOLES AND APPURTENANT DRAINAGE WORKS

<u>INDEX</u>	<u>PAGE</u>
PS.PH.1 MANHOLES AND INLETS.....	109
PS.PH.2 MANHOLES AND APPURTENANT WORKS : REVISED DRAWING NUMBERS	109
PS.PH.3 BRICKS	109
PS.PH.4 ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS INCLUDING RAISING AND LOWERING THE COVERS.....	109
PS.PH.5 CABLE DUCT MAKERS FOR ALL SERVICES.....	110
PS.PH.6 OUTLET HEADWALL AS FOR 450mm DIAMETER PIPE.....	110
PS.PH.7 MANHOLES WITH TYPE S1, S2 AND D3 INLET COVERS.....	110
PS.PH.8 STANDARD 2,75 TELKOM MANHOLES	110

PS.PH. 1 MANHOLES AND INLETS

Tenderers are to note that manholes and inlets shall be measured according to type and varying depth only. The rate tendered for the manholes/inlets shall include for the different pipe sizes and benching configurations.

The Contractor shall note that the rate for inlets shall include the cost of the graded channel in front of the inlet and / or splay and the cost of the transition kerb and channel upstream and downstream from each inlet. This will not form part of the payment for kerb and channel.

PS.PH. 2 MANHOLES AND APPURTENANT WORKS : REVISED DRAWING NUMBERS

Clause PH.3.2.1.1 second paragraph is replaced by the following :

Details of the precast concrete components of standard manholes are shown on standard drawings 38570 for both foul-water sewers and stormwater drains, 38574 for foul-water sewers and 38571 for stormwater drains.

Clause PH.5.11 first paragraph:

Standard drawing 21701 is replaced by drawing 38574.

PS.PH. 3 BRICKS

Clause PH.3.1 first paragraph shall be replaced by the following :

"Burnt clay masonry units for foul-water and stormwater sewer manholes, stormwater inlets and inspection chambers shall be Non-Facing Extra (NFX) with a nominal compressive strength of 14 MPa to S.A.B.S. 227:1986.

PS.PH.4 ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS INCLUDING

RAISING AND LOWERING THE COVERS

Alterations to stormwater structures for this contract may be divided into two categories.

- (i) Where the cover is to be raised/lowered and set back less than 300 mm.
- (ii) Where the cover is to be raised/lowered and set back a distance of more than 300 mm but less than 800 mm.

In (i) above the Contractor shall be required to demolish a portion of the stormwater structure and corbel the brickwork to support the cover in its new position.

In (ii) above the Contractor shall be required to demolish a portion of the stormwater structure, cast an extension to the base, slab over as required and re-do the brickwork to support the cover in its new position. Details of this work are shown on Drawing No. 38573.

PS.PH.5 CABLE DUCT MARKERS FOR ALL SERVICES

Further to the fourth paragraph of Clause PG.5.2.3, and to Clause PG.8.11.3, the Tenderer shall note that the cable duct markers will not be delivered by the Council to site free of charge.

The Tenderer shall make allowance in the rates tendered for both the supply and installation of the cable duct markers; i.e. it will be expected of the Contractor to make suitable arrangements with a commercial supplier in advance of the cable duct markers being required on site.

PS.PH.6 OUTLET HEADWALL AS FOR 450mm DIAMETER PIPE

The headwalls on this contract are to be constructed to the dimensions for using 450mm diameter pipes as are given / listed on Standard Drawing number 38576. The unit of measurement shall be number (no.) and the rate tendered shall include for all materials and labour required to complete the work.

PS.PH.7 MANHOLES WITH TYPE S1, S2 AND D3 INLET COVERS

A number of Type "A" and "B" stormwater manholes with various types of inlet covers have been scheduled on this contract. The manholes are scheduled by type and in depth increments of 500mm.

The unit of measurement shall be number (No.) and the tendered rate for each type shall include for the supply of all labour, plant and materials required to construct the manhole complete in accordance with the Standard Drawings and Specification, and inlet type cover as is specified in the contract drawings.

PS.PH.8 STANDARD 2,75 TELKOM MANHOLES

Details of the Telkom manholes to be constructed on this contract are provided in Part C3.4, “Annexures”, clause C3.4.3, “Standard Drawings” of this Procurement document, and on Drawing number 46988.

The steel manhole covers and frames to be cast into the concrete roof slabs will be supplied free of charge and delivered to site by Telkom.

The unit of measurement shall be number (No.) and the tendered rate shall include for the supply of all labour, excavation, plant and materials required to construct the manhole complete, inclusive of building ducts through manhole walls.

INDEX**PAGE**

PS.TA.1	GENERAL	112
PS.TA.2	ROAD SIGN BOARDS.....	112
PS.TA.3	TEMPORARY ROAD SIGNS.....	112
PS.TA.4	TIMBER POSTS	113
PS.TA.5	DRUMS	113
PS.TA.6	PROTECTION AND MAINTENANCE.....	113

PS.TA.1 GENERAL

The Tenderer shall make allowance in the time related rates under Section 1.AB in the Bill of Quantities rates, repositioning, covering/uncovering, relocating or removing temporary signs and other forms of road furniture as required during the progress of the works.

PS.TA.2 ROAD SIGN BOARDS

Further to Item TA.8.1, tenderers are to note that the signs measured under this item are the various type of standard regulatory signs (e.g. stop, yield, keep left etc.).

Notwithstanding the requirements of Clause TA.8.1 the unit of measure shall be number (No.).

PS.TA.3 TEMPORARY ROAD SIGNS**PS.TA.3.1 Materials**

All temporary signs shall be manufactured from Chromadek steel plate as detailed under Clause TA.3.3 and retroflective material as follows:

Black	semi-matt finish
Yellow background (with no red material)	Class I
Yellow background (if red material used)	Class II
Red	Class I

With the exception of signs R1, R2, R3, R1.5A and R1.5B, the temporary road signs shall be in accordance with the colour code for temporary road signs.

PS.TA.3.2 Erection

The temporary road signs shall be erected in a manner such that the face of the sign is not defaced, obscured or deflected in any way.

Where necessary, for high visibility, the temporary signs shall be erected on 100 mm creosoted gum posts such that the underside of the sign is not less than 2,2 m above ground level. The post/s shall be supported in a drum/s which shall be ballasted and braced or stayed so that the sign cannot be blown over. In all other instances, the temporary signs shall be adequately secured to a drum.

PS.TA.4 TIMBER POSTS

The timber posts for the temporary sign supports shall be 100 mm diameter creosote gum posts.

PS.TA.5 DRUMS

All drums shall be white painted, 200 litre drums or similar approved by the Engineer. No rocks, concrete slabs / blocks or other heavy objects may be placed / left on top of drums.

PS.TA.6 PROTECTION AND MAINTENANCE

The Contractor shall protect and maintain all road furniture (road signs, delineators, drums, barriers, barricades etc.) throughout the course of the contract and shall be responsible for the cost of replacing any road furniture that may be damaged or stolen.

PS.TB ROAD MARKING

INDEX**PAGE**

PS.TB.1	PLASTIC ROAD MARKING MATERIAL.....	114
PS.TB.2	LETTERING, SYMBOLS AND TRAFFIC ISLAND MARKING.....	115
PS.TB.3	TEMPORARY ROADMARKING	115

PS.TB. 1 PLASTIC ROAD MARKING MATERIAL

Further to Clause TB.3.1(c) the plastic road marking material shall comply with the requirements of Specification BS.3262, 1987 Part 3.

The material shall consist of a light-coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.

The approximate composition of the material as laid is dependant on the appropriate specification, but for example shall be:

Aggregate	40 parts
Solid Glass Beads	20 parts
Pigment and Extender	20 parts
Binder	20 parts

The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give an even line of good definition.

Aggregate

The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.

Reflectorisation

The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981), that is:

Sieve	% Retained
0,18 mm	0 - 3
0,850 mm	5 - 20
0,425 mm	65 - 95
Below 0,425 mm	0 - 10

Minimum of spherical beads by number 70%

Luminance

The luminance factor of white SPRAYPLASTIC shall be not less than 70.

Flow resistance

The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23° C (temperate grade) or 40° C (semi-tropical or tropical grades).

Low Temperature Impact Resistance

SPRAYPLASTIC shall pass the impact test when tested at -10° C (temperate grade) or -1° C (semi-tropical or tropical grades).

Abrasion resistance

The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions.

PS.TB. 2 LETTERING, SYMBOLS AND TRAFFIC ISLAND MARKING

Notwithstanding the requirements of Clause TB.8.1.2, traffic island marking shall be measured under Clause TB.8.1.1 lines.

PS.TB. 3 TEMPORARY ROADMARKING

An Item has been included in the Bill of quantities for the provision of temporary road marking using P.V.A. paint.

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

See back of document.

C3.5.2 STANDARD DRAWINGS

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

Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990
38583	Wire Mesh Fence and Gate Details	February	1990
43120	Typical Details of Grid Inlets	February	1990

C3.6: ANNEXURES

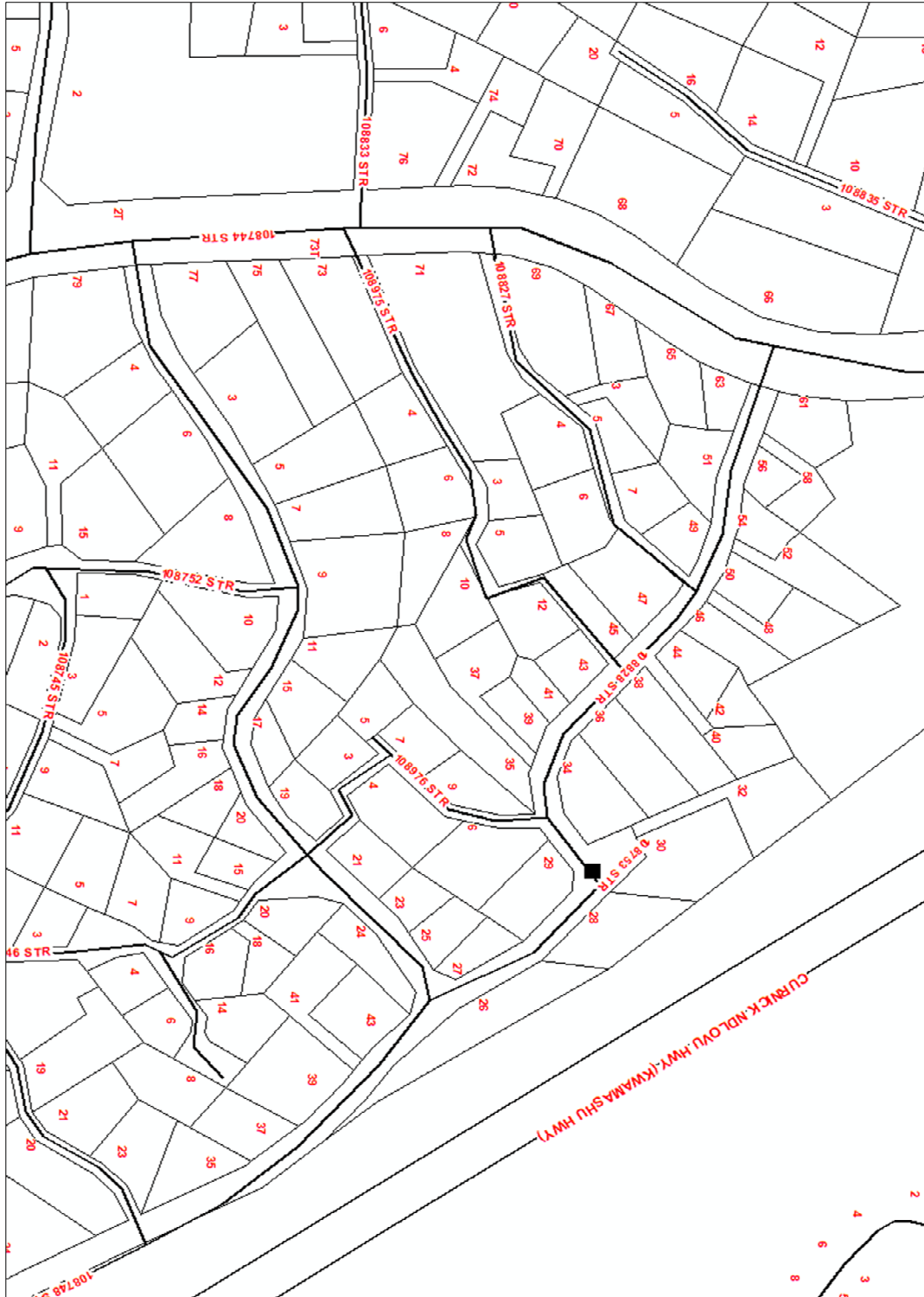
C3.6.1 There are no Annexures

PART C4: SITE INFORMATION**C4.1 LOCALITY PLAN**

GPS LOCATION OF 108828 STR:

(S): 29°42'23.611"

(E): 30°57'15.276"





C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.