DEPARTMENT

TECHNICAL SERVICES

DIRECTORATE

Human Settlements

DIVISION

HOUSING PROJECTS

PROCUREMENT DOCUMENT : Infrastructure (SAICE GCC)

Documents can be obtained, free of charge, in electronic format, from
the National Treasury's eTenders website or the eThekwini Municipality website

Contract No: **36518-1H**

Contract Title: **Construction For 100 Topstructure Units At Umbhayi Housing Project, Ward 61.**

Estimated CIDB: Grade: **7** Class: **GB or higher**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting.**

Meeting Location:
Date, Time: Will be held at Phoenix Offices, 30 November 2026 at 17 Doveside Place, Canehaven Drive at 10h00. Emailed queries and answers will be consolidated and posted on eTenders/Municipal website for the benefits of all tenderers by 21 January 2027.

Queries can be addressed to:
The Employer's Agent's:
Representative:
Name: Musa Ngubane
Tel: 031 322 0420
eMail: Musa.Ngubane@durban.gov.za

TENDER SUBMISSION

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

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

Closing Date/ Time: **29/01/2027** **at** **11h00**

JDE Submission: An **electronic submission** is also to be made via the eThekwini Municipality **JDE System (ESP Module)**

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director / Head: **HOUSING PROJECTS**

Date of Issue: **20/11/2026**

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to CONSTRUCTION FOR 100 TOPSTRUCTURE UNITS AT UMBHAYI HOUSING PROJECT, WARD 6 The construction of units entails construction of foundations, blockwork, wall plate, roof, electrical plumbing, plastering and painting. All work will be completed within a period of twelve (12) months in accordance with the approved building plans, specifications and NHBRC building regulations, norms and standards.

Subject	Description	Tender Data
Employer	The Employer is the eThekwini Municipality as represented by: **Deputy Director / Head: HOUSING PROJECTS**	C.1.1.1
Tender Documents	Documentation is to be downloaded from the **National Treasury's eTenders website** or the **eThekwini Municipality Website:** • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	C.1.2
CIDB Eligibility	It is estimated that Tenderers should have a CIDB contractor grading designation of 7 GB or higher (or higher).	C.2.1.2
Meeting Type	Compulsory Clarification Meeting.	C.2.7
Meeting Details	Will be held at Phoenix Offices, 30 November 2026 at 17 Doveside Place, Canehaven Drive at 10h00. Emailed queries and answers will be consolidated and posted on eTenders/Municipal website for the benefits of all tenderers by 21 January 2027.	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: **Name: Musa Ngubane** **Tel: 031 322 0420** **eMail: Musa.Ngubane@durban.gov.za**	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building,166 KE Masinga Road, Durban An **electronic submission**, via the eThekwini Municipality **JDE System (ESP Module)**, is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before Friday, **29/01/2027**, at or before 11h00.	C.2.15
Evaluation of Tender Offers	**The 80/20** Price Preference Point System, as specified in the **SCM Policy: Section 52: Preferential Procurement** will be applied in the evaluation of tenders. **Tender Data: C.3.11: Evaluation of Tender Offers** details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards	
Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	**Not Applicable**
Standard for Developing Skills through Infrastructure Contracts	**Not Applicable**

T1.1.2: NOTES TO TENDERERS

These "Notes to Tenderers" are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.

2) **JDE-ESP Module** refers to the Ethekwini Supplier Portal module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

eThekwini Supply Chain Management Policy (SCMP)

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

1) Section 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 Portal**.

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

- Business
  - Supply Chain Management (SCM)
    - Accredited Supplier and Contractor 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) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 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: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer's municipal rates and taxes cannot be in arears. 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) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekwini Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

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

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

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.

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. 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: Joint Venture Agreements**.

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

CIDB

Regulation 25(8)

9) It should be noted that this contract, unless otherwise stated, 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**".

B.U.I.L.D. Programme

10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.3) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
  A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

- Kgopotso Maja — Tel: 031 322 3808; Email: kgopotso.maja@durban.gov.za

4) Viewing of available tenders

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

5) Tender documentation

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

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

6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in "**hard copy**" format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality JDE System (Ethekwini Supplier Portal (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekwini Municipal website at URL:
https://www.durban.gov.za/pages/business/publication-of-received-bids

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:
1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the ***Tender Data***.

C.1.3 Interpretation

C.1.3.1 The ***Tender Data*** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the ***Tender Data*** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:
   a someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
   b an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   c incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
b) **comparative offer** means the price after the factors of a non-firm price and all unconditional ***discounts*** it can be utilised to have been taken into consideration;
c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the ***Tender Data***.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
b) funds are no longer available to cover the total envisaged expenditure;
c) no acceptable tenders are received;
d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the ***Tender Data***, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the ***Tender Data*** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the ***Tender Data*** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the ***Tender Data***, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the ***Tender Data***, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the ***Tender Data*** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the ***Tender Data***, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the ***Tender Data***, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the ***Tender Data***.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the ***Tender Data***.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the ***Contract Data***. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the ***Tender Data***.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the ***Contract Data***.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the ***Tender Data***. The conditions of contract identified in the ***Contract Data*** may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the ***Tender Data***, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the ***Tender Data*** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the ***Contract Data*** and described in the scope of works, unless stated otherwise in the ***Tender Data***.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the ***Tender Data***, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the ***Tender Data***. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the ***Tender Data***, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the ***Tender Data***, place and seal the returnable documents listed in the ***Tender Data*** in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the ***Tender Data***, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the ***Tender Data***.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the ***Tender Data***.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the ***Tender Data*** not later than the closing time stated in the ***Tender Data***. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the ***Tender Data*** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the ***Tender Data*** after the closing time stated in the ***Tender Data***.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the ***Tender Data*** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including

notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the ***Tender Data***.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the ***Contract Data***.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the ***Tender Data***.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the ***Tender Data***.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the ***Tender Data***, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the ***Tender Data*** and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the ***Tender Data***. If, as a result a tenderer applies for an extension to the closing time stated in the ***Tender Data***, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the ***Tender Data***, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the ***Tender Data***. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the ***Tender Data***, the name

of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the ***Tender Data*** that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the ***Tender Data*** and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the ***Tender Data***, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

complies with the requirements of these Conditions of Tender,

has been properly and fully completed and signed, and

is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

4.0 detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

5.0 significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

6.0 affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

1.0 the gross misplacement of the decimal point in any unit rate;

2.0 omissions made in completing the pricing schedule or bills of quantities; or

3.0 arithmetic errors in:

1. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
2. the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

1 If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

2 Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the ***Tender Data*** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	**Qualitative interpretation of goal**
Requirement	
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

1 Open and record tender offers received
2 Determine whether or not tender offers are complete
3 Determine whether or not tender offers are responsive
4 Evaluate tender offers
5 Determine if there are any grounds for disqualification
6 Determine acceptability of preferred tenderer
7 Prepare a tender evaluation report
8 Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the ***Tender Data***.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the ***Contract Data***, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

(a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
(b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
(c) has the legal capacity to enter into the contract;
(d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
(e) complies with the legal requirements, if any, stated in the ***Tender Data***; and
(f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents and
c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the ***Tender Data*** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director / Head: **HOUSING PROJECTS**

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.
2) EXCEL Bill of Quantities file, if issued separately.
3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

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

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Musa Ngubane
Tel: 031 322 0420
eMail:Musa.Ngubane@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document "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.

C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure,** and
- **C.1.6.3: Proposal procedure using the two-stage system**.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.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 "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.

(b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.

(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.

(d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
- T2.2.1: Compulsory Enterprise Questionnaire.
- 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: Declaration of Municipal Fees

(e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
- T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
- T2.2.12: Central Supplier Database (CSD) Report.
- T2.2.13: CIDB Registration and Status with NHBRC registration.

C.2.1.2 Eligibility: CIDB & Valid NHBRC Registration

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates,** and **Returnable Document "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 **7 GB** 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 7 GB class of construction work with a valid NHBRC registration 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 **7 GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.1.3 Eligibility: Tenderer's Experience

Only those Tenderers that can provide proof of verifiable experience, in works of a similar nature, within the past 5 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

Tenderers are to complete and sign the submission forms for each experience submission, as included in **Returnable Form: "Eligibility: Experience of Tenderer"**.
Failure to comply will invalidate the associated experience submission.

- **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 may be used for verification of the experience submission is specified on this table (which includes the Notes below the table).
  The non-submission of this **Documentation/ Information** may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers must submit experience gained as **Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Document "Eligibility: Experience of Tenderer"**.

Tenderers are to indicate the documentation/ information that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **51**.

Should there be insufficient verified evidence for any specific submission that experience submission may be deemed invalid.

Table 1: Experience Requirement
Contract(s), with works of a similar nature, within the past 5 years, where each contractor /work of completed work is at least 50% of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.
A minimum of 3 contracts, with works of a similar nature, within the past 5 years, each 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 Buildings and Ancillary Works
Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: 1. **Housing Rectification Projects** which include demolition of the existing structure, disconnection and reconnection of municipal services such as electricity and water for construction purposes 2. **Human Settlements BNG housing** which may either be a single story or double story typology, multi-level social housing developments or GAP housing developments, CRUs, R293, etc. Minimum number of units per project shall be 70. 3. If experience as Main Contractor, then a minimum of 3 contracts, each with a value of 50% of the tender value submitted for this tender. **Projects that are excluded are:** 4. **Recreational Facilities**: we exclude only Public Parks and Gardens: (spaces to provide areas for relaxation, recreation, and socialization for walking trails, playgrounds, picnic areas, and sports fields, making them ideal for outdoor activities) 5. **Community Spaces:** places of worship, public squares, cultural centres. 6. **Other exclusions**: Housing maintenance projects, alteration or renovation of private residence. 7. **Educational facilities**, schools, libraries, early childhood development centres 8. Health facilities, clinics & hospitals.

Table 3: Documentation / Information Requirements		
Note: an "X" in this table indicates that the associated documentation should be provided, if applicable.	Works as Main Contractor	
	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement **See Note 1.**	-	-
Letter of Award OR Form of Offer & Acceptance **See Note 2.**	X	X
Most recent Payment Certificate (with Quantities summary), **OR** Invoice (with Quantities summary). **See Note 3.**	X	-
Final Payment Certificate (with Quantities summary), **OR** Invoice (with Quantities summary). **See Note 4.**	-	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 the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.

4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.

5. Issued by the Client/ Employer.

6. If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

NOTE: THE FAILURE TO COMPLETE THE RELEVANT RETURNABLE FORM T2.2.16 FOR EACH SUBMISSION OF EXPERIENCE AND SUPPLY THE ASSOCIATED, RELEVANT, DOCUMENTATION (AS SPECIFIED ON TABLE 1) WILL INVALIDATE THE EXPERIENCE SUBMISSION.

C.2.2.2 **The cost of the tender documents:**

Replace this paragraph with the following:

"Documents are to be downloaded, free of charge, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**."

C.2.6 **Acknowledge addenda:**

Add the following paragraphs:

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

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda."

Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting.
Will be held at Phoenix Offices, 30 November 2026 at 17 Doveside Place, Canehaven Drive at 10h00. Emailed queries and answers will be consolidated and posted on eTenders/Municipal website for the benefits of all tenderers by 21 January 2027.

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered or** being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include

VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

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

- Contract No. : **1H-36518**
- Contract Title : **CONSTRUCTION FOR 100 TOPSTRUCTURE UNITS AT UMBHAYI HOUSING PROJECT, WARD 6 The construction of units entails construction of foundations, blockwork, wall plate, roof, electrical plumbing, plastering and painting. All work will be completed within a period of twelve (12) months in accordance with the approved building plans, specifications and NHBRC building regulations, norms and standards.**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Ethekwini Supplier Portal (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

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

Parts of each tender offer communicated on paper shall be submitted as an original.

C.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 29 January 2027**
- **Time : 11h00**

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

C.2.16 Tender offer validity:

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

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekwini Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.20 Submit securities, bonds, policies:

The Tenderer is required to submit with their tender offer a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in T2.2 of this procurement document.

C.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 a printout of the required documents/ certificates at the back of their tender submission.

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document "Compulsory Enterprise Questionnaire"** which requires the "SARS Tax Compliance Status – PIN Issued" to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document "CSD Registration Report"**.

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

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

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

3) CIDB Registration (if applicable)

Reference is to be made to **Returnable Document "Verification of CIDB Registration and Status"**.

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

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.
The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:
(https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc)

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

Failure to comply with 1), 2), and 3) above will result in the tender offer being deemed non-responsive.

4) B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document "MBD 6.1: Preference Points Claim"** for the B-BBEE Certificate requirements. Notwithstanding the completion of **Returnable Document "MBD 6.1: Preference Points Claim"**, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

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

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website."** (Refer to **Tender Data: C.1.2**).

C.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 P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data** C.1.4.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will not be used in the evaluation of tenders.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

Price Points

A maximum of 80 points is allocated for price on the following basis:

80/20 Procurement System

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

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

- **Ownership Goal**
  Goal Weighting:60**%**

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

Ownership Categories	Criteria	80/20
Race: Black (W1=50%)	Equals 0%	0
	Between 0% and 51%	2.4
	Greater or equal to 51% and less than 100%	4.2
	Equals 100%	**6**
Gender: Female (W2=50%)	Equals 0%	0
	Between 0% and 51%	2.4
	Greater or equal to 51% and less than 100%	4.2
	Equals 100%	**6**

Maximum Ownership Goal Points:	**12**

Proof of claim as declared on.2..1 (1 or more of the following will be used in verifying the Tenderer's status)

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

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

  The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekwini 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	3,2
Kwa Zulu Natal	5,6
eThekwini Municipality	8
Maximum Goal Points:	**8**

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

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.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 arears, 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) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.

(d) The Tenderer or any of its directors/ shareholders are n**ot 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.

(e) 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.

(f) 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 the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

C.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

C.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekwini Supply Chain Management Policy.

In terms of Section 49 of the Ethekwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of **R6,131.00.00** including VAT as stipulated in the municipality's SCM Policy approved on 30/09/2025 as well as the municipal budget for the financial year 2026/27. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **36518-1H**

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:

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

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.

T2.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1 Compulsory Enterprise Questionnaire 31
T2.2.2 Certificate of Attendance at Clarification Meeting/ Site Inspection 32
T2.2.3 MBD 4: Declaration of Interest 33
T2.2.4 MBD 5: Declaration for Procurement Above R10 Million 35
T2.2.5 Contracts Awarded by Organs of State in the past 5 years 36
T2.2.6 MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7) 37
T2.2.8 MBD 8: Declaration of Bidder's Past SCM Practices 39
T2.2.9 MBD 9: Certificate of Independent Bid Determination 41
T2.2.10 Declaration of Municipal Fees 43
T2.2.11 Contractor's Health and Safety Declaration 44
T2.2.12 CSD Registration Report 46
T2.2.13 CIDB Registration and Status with Valid NHBRC Registration 47
T2.2.14 Joint Venture Agreements (if applicable) 48
T2.2.15 Record of Addenda to Tender Documents 49
T2.2.16 Experience of Tenderer 50

Technical or Functionality Evaluation

T2.2.16 Experience of Tenderer 55
T2.2.17 Proposed Organisation and Staffing 56
T2.2.18 Key Personnel 57
T2.2.19 Experience of Key Personnel 58
T2.2.20 Preliminary Programme 59
T2.2.21 Construction Approach, Methodology, and Quality Control 60
T2.2.22 Schedule of Proposed Subcontractors 61

T2.2.23 Plant and Equipment 62
T2.2.24 Contractor's Health and Safety Plan 63

Contract Part: The Tenderer is required to complete following forms:

C1.1.1 Form of Offer 64
C1.2.2.2 Data to be Provided by Contractor 73
C2.2 Bill of Quantities 81

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

***** Tenderers are to include, at the back of their tender submission, a printout of their SARS "**Tax Compliance Status – PIN Issued**" certificate, failing which the tender submission will be deemed non-responsive.

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

i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals): **Date**

SIGNATURE:

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7**.

This is to certify that:

(entity name): .....

of (address): .....

.....

.....

was represented by the person(s) named below at the Clarification Meeting for Contract **36518-1H** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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.

	Circle Applicable	
3.8 Are you presently in the service of the state?	YES	NO

If yes, furnish particulars: ……

……

3.9	Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES / NO
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	YES / NO
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? If yes, furnish particulars:	YES / NO
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES / NO
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES / NO
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 ? If yes, furnish particulars:	YES / NO

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			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.4MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)

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

		Circle Applicable	
1.0	Are you by law required to prepare annual financial statements for auditing?	YES	NO

1.1 **If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.**
The audited annual financial statements are to be included at the back of the tender submission.

2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO

2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If YES, provide particulars.

……

……

3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO

3.1 If YES, provide particulars.

SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"

4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO

4.1 If YES, provide particulars.

……

……

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): ..... **Date**

SIGNATURE: ....

T2.2.5CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 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:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals**. **Reference is to be made to the Tender Data: C.3.11.**

4.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System 80/20** applicable to this bid is stated in the **Tender Data: C.3.11**.

8.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.

8.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System **or** **90/10 Procurement System**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	**Maximum Number of points ALLOCATED**	**Tenderer's Number of points CLAIMED**
Ownership Goal: Race (black)	6	
Ownership Goal: Gender (female)	6	
RDP Goal: The promotion of South African owned enterprises.	8	
Total CLAIMED Points (maximum 20)	**20**	

5.0 REMIDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

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

NAME (Block Capitals): ..... **Date** .....

SIGNATURE: .....

T2.2.8 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.

	Circle Applicable	
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.	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.

……

……

		Circle Applicable	
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.		
	…….		
	…….		

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **1H-36518**
CONSTRUCTION FOR 100 TOPSTRUCTURE UNITS AT UMBHAYI HOUSING PROJECT, WARD 6 The construction of units entails construction of foundations, blockwork, wall plate, roof, electrical plumbing, plastering and painting. All work will be completed within a period of twelve (12) months in accordance with the approved building plans, specifications and NHBRC building regulations, norms and standards.

in response to the invitation for the bid made by: ETHEKWINI MUNICIPALITY

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

I certify, on behalf of: ……

that:

(continued on next page)

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 consortium[3] 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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): ---------- **Date**

SIGNATURE: _____

T2.2.10 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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:

Account	**Account Number: to be completed by Tenderer**											
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 eThekwini 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.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

Declaration by Tenderer

1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.

2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

	Circle Applicable	
(a) From my own competent resources as detailed in 4(a) hereafter.	Yes	No
(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:	Yes	No
(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:	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:

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23**.

The **Tender Data: C.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 following is an example of the printout obtained from the above website.
Note: the printout will contain more than one page.



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 CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: ---------- ----------

T2.2.13 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c).**

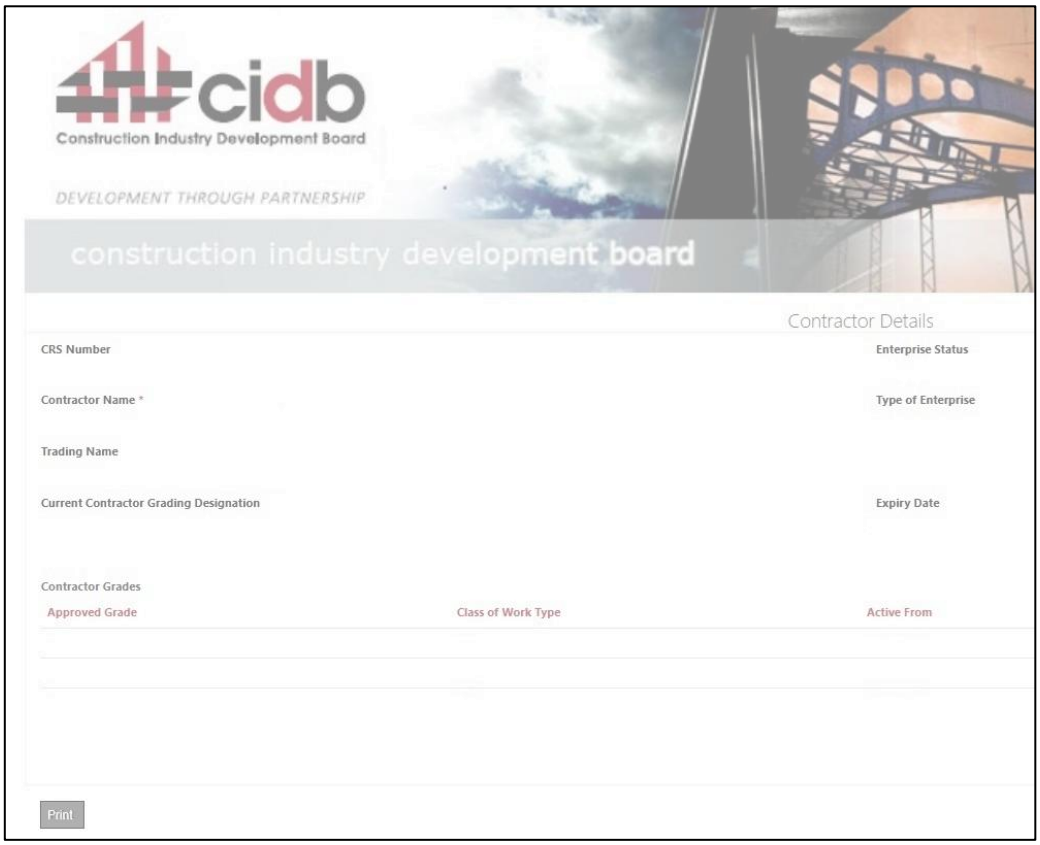
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in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

The required class of construction work is specified in the **Tender Data: C.2.1.2**.

CIDB Registrations can be obtained from the CIDB website at:

https://portal.cidb.org.za/RegisterOfContractors/

The following is an example of the printout obtained from the above website using the provided "Print" button.
Note: the printout may contain more than one page.



Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: ....

T2.2.14 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **36518-1H** 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:	MAAA
CIDB #:			
Represented by (name):		Signature:	
Partner/ Member 2			
Entity Name:			
Ownership Interest in JV %:		CSD Registration:	MAAA
CIDB #:			
Represented by (name):		Signature:	
Partner/ Member 3			
Entity Name:			
Ownership Interest in JV %:		CSD Registration:	MAAA
CIDB #:			
Represented by (name):		Signature:	

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

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6**.

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: _____ _____

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

Reference is to be made to the **Tender Data: C.2.1.3**.

Only those Tenderers that can demonstrate verifiable experience, in works of a similar nature, within the past 5 years will be eligible to have their tenders evaluated in terms of **Tender Data: C.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 may be used for verification of the experience submission is specified on **Table 3: "Documentation/ Information Requirements"** (which includes the Notes below the table). The non-submission of this Documentation/ Information may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Main Contractors**.

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

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** 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. 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)	
	Letter of Award **OR** Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), **OR** most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), **OR** most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #2	Experience Submission Form (completed and signed)	
	Letter of Award **OR** Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), **OR** most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), **OR** most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #3	Experience Submission Form (completed and signed)	
	Letter of Award **OR** Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), **OR** most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), **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 will 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 the **Tender Data: C.2.1.3.**
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	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 WILL be considered invalid.	Entity Name:	
	Contact Name:	
	Contact Tel:	- - -
	Contact Cell:	- - -
	Contact email / other:	
Enter the Client/ Employer'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):

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

In addition to the Scope-of-Work (entered above or attached) the following documentation / information is required to be attached to the back of this form.

Contractor Type and Contract Status	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	Completion Certificate
Current Contract as Sub-Contractor					
Completed Contract as Sub-Contractor					
Current Contract as Main Contractor		X	X		
Completed Contract as Main Contractor		X		X	X

Failure to submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission

Confirmation of documentation submitted is to be recorded on Page 59.

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 the **Tender Data: C.2.1.3.**
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	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 WILL be considered invalid.	Entity Name:	
	Contact Name:	
	Contact Tel:	- -
	Contact Cell:	- -
	Contact email / other:	
Enter the Client/ Employer'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):

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

In addition to the Scope-of-Work (entered above or attached) the following documentation / information is required to be attached to the back of this form.

Contractor Type and Contract Status	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	Completion Certificate
Current Contract as Sub-Contractor					
Completed Contract as Sub-Contractor					
Current Contract as Main Contractor		X	X		
Completed Contract as Main Contractor		X		X	X

Failure to submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission

Confirmation of documentation submitted is to be recorded on Page 59.

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 the **Tender Data: C.2.1.3.**
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	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 WILL be considered invalid.	Entity Name:	
	Contact Name:	
	Contact Tel:	- -
	Contact Cell:	- -
	Contact email / other:	
Enter the Client/ Employer'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):

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

In addition to the Scope-of-Work (entered above or attached) the following documentation / information is required to be attached to the back of this form.

Contractor Type and Contract Status	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	Completion Certificate
Current Contract as Sub-Contractor					
Completed Contract as Sub-Contractor					
Current Contract as Main Contractor		X	X		
Completed Contract as Main Contractor		X		X	X

Failure to submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission

Confirmation of documentation submitted is to be recorded on Page 59.

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.16 EXPERIENCE OF TENDERER

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 5 years) executed by myself / ourselves.

Tenderers are to submit copies of signed completion certificates for all projects submitted.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

Attach additional pages if more space is required

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

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

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

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.18 KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

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

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: ..... _____

T2.2.19 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

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

Each CV should be structured under the following headings:

a) Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

c) Skills

d) Name of current employer and position in enterprise

e) Overview of post-graduate / diploma experience (year, organization and position)

f) Outline of recent assignments / experience that has a bearing on the scope of work

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.20 PRELIMINARY PROGRAMME

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

PROGRAMME														
ACTIVITY	**WEEKS / MONTHS**													

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

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

Quality Control

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

The Tenderer must attach their Construction Methodology and Quality Control information to this page.

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.22 SCHEDULE OF PROPOSED SUBCONTRACTORS

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

Attach additional pages if more space is required

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.23 PLANT and EQUIPMENT

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

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

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

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____ _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **1H-36518**

Contract Title: **CONSTRUCTION FOR 100 TOPSTRUCTURE UNITS AT UMBHAYI HOUSING PROJECT, WARD 61.**

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

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

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

R..... (*In words* .....

.....)

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

For the Tenderer:

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

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

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

Capacity *(of Signatory)* **:** .....

Address : .....

: .....

Telephone : .....

Witness:

Signature : ..... **Date** : .....

Name *(in capitals)* : : .....

Notes:
*** Indicates what information is mandatory.**
Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Capacity *(of Signatory)* **:** .....

Name of Employer *(organisation)* **:** .....

Address : .....

: .....

Witness:

Signature : ..... **Date** : .....

Name*(in capitals)* : : .....

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

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

1. **Subject** : ……..

Details : ……..

: ……..

2. **Subject** : ……..

Details : ……..

: ……..

3. **Subject** : ……..

Details : ……..

: ……..

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

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

FOR THE TENDERER		**FOR THE EMPLOYER**
……..……..	Signature	……..……..
……..……..	Name *(in capitals)*	……..……..
……..……..	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 **36 Months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

Allocated delivery target for the 2027/28 financial year is 18 completed units, 31 complete units consecutively on the outer years depending on the availability of budget.

1.1.1.15 The Employer is the eThekwini Municipality as represented by:
Deputy Director: HOUSING ENGINEERING

1.2.1.2 The address of the Employer is: Deputy Director
Physical: 20th Floor Embassy Building, 199 Anton Lembede Street, Durban, 4001
Postal: P O Box 3858, Durban, 4000
Telephone: 031 311 3489
Fax: N/A
E-Mail: Oscar.Kunene@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is
1.2.1.2 The address of the Employer' Agent is: Musa Ngubane
Physical: 17 Doveside Place, Caneside, Phoenix, Durban, 4001
Postal: P O Box 3858, Durban, 4000
Telephone: 031 322 0420
Fax: N/A
E-Mail: Musawenkosi.Ngubane@durban.gov.za

1.1.1.26 The **Pricing Strategy** is by **Lump Sum Contract**.

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

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **10%** contingencies.

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Division (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 50% 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)
- Sub-Contracting Implementation Plan (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor 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 Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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

5.3.3 Add the following paragraph:

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

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

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

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

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

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

5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's

Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

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

Month	**Days Lost**	**Average Rainfall**	**Month**	**Days Lost**	**Average Rainfall**
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 1000** (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**: **THIS IS A FIXED PRICE CONTRACT: ESCALATION IS NOT APPLICABLE TO THE RATES OF THIS TENDER: All tenderers to ensure that the rates tendered are applicable for the full 36 months construction period of the contract.** However, in the event of the contract overrunning the contract period due to circumstances beyond the contractor's control, then the employer at his sole discretion, will

consider escalation of the tender rates with the base month being the last month of the 36-month period.

ONLY in this instance as described above will the following escalation clauses as set out below become period:

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, **Plant**, **Materials**, and **Fuel** shall be based on **2023 = 100**.
- The Index for **Labour** shall be based on **2024 = 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 **RUBIS Asphalt South Africa 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: **N/A**

6.10.3 **Retention Money:** Delete the word "selected".
The percentage retention on the amounts due to the Contractor is 10%.
The limit of "retention money" is 5% of the Contract Sum.
Should the Contract Price exceed the Contract Sum then the limit of "retention money" is 5% of the Contract Price.
Interest will not be paid on retention withheld by the Employer.

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10 000 000.00.**.

8.6.1.4 **Ground Support Insurance**:

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000 000.00**.
- Maximum first excess: **R 10 000.00**.

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil.**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20 000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 1 000 000.00**
- Maximum first excess: **R 10 000.00**.

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. ”

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 eThekwini 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 43.** 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 SUB-CONTRACTING GOAL

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%** owned by Black People. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.7 CIDB B.U.I.L.D. PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Subcontracting** relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

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 C.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.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

USE THIS VERSION IF GCC2015 and the COTO SPECIFICATIONS ARE USED

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 C.1.2 and C.2.5 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 Part C of the Committee of Transport Officials (COTO) – Standard Specifications for Road and Bridge Works for South African Road Authorities – Draft Standard, 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 Specification.

Part C of the Standard 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 Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard 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 C1.2: General Requirements and Provisions
- Part C1.4: Facilities for the Engineer
- Part C1.5: Accommodation of Traffic

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.

Value Related Items: Value Related Items are not included in the Bill of Quantities. The Tenderer shall include any costs associated with Value Related Items under the relevant Fixed Charge Items or Time Related Items.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises the following: 54m2 Double storey units. Escalation not applicable: FIXED PRICE CONTRACT: 36 months contract period:

ETHEKWINI MUNICIPALITY: HUMAN SETTLEMENTS

CONTRACTOR GRADING: 7GB (or Higher) and NHBRC registered

Error! Reference source not found.

Materials should be SABS approved and test results of concrete, blocks, etc should be available.

CONSTRUCTION OF 100 UNITS AT PHASE 1 OF UMBHAYI HOUSING PROJECT

CONSTRUCTION PERIOD 36 MONTHS

TYPOLOGIES Type 1-98 DOUBLE STOREY UNITS

POSSIBLE Type 2-2 SINGLE STOREY UNITS FOR DISABLED PERSONS

248 Platforms completed in Phase 1 with all Services

Currently 86 substantially completed double storey units and various units under construction

Gutters and downpipe at back of unit only leading to Jojo tank.

NOTE : THIS IS A FIXED PRICE CONTRACT

GENERAL SPECIFICATIONS (Summary)

140mm R.C Concrete raft foundations with upstand concrete walls of various heights not exceeding 800mm

7 MPa- M150 Block Walls-Ground and First floor

200mm Thk Composite Precast Concrete first floor slab

Concrete staircase with Galvanised Steel handrails

Unequal Dual Pitch Timber roof trusses/battens with concrete tiles

Trapdoor /Gypsum Ceilings and 75mm thk Insulation

1.2mm Thk Galvanised steel window and door frames

Precast concrete Lintols over all openings.

180L water tank on Platform in passageway

Electrical reticulation to house with mains connection from DB to isolator at front of unit

BILL OF QUANTITIES

The Bill of Quantities follows and comprises the following:

Item	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SABS 1200 A & AB	**SECTION 1: PRELIMINARY AND GENERAL** **FIXED CHARGE ITEMS** NOTES i)The Bills of Quantities in this Section has been prepared in accordance with the SANS 1200 Latest Edition as well as the Model preamble of trades 2008				
1.1	8.3.1	Any Contractual requirements for duration of contract	sum	1		
2	8.3.2	Establishment of facilities of site				
2.1	8.3.2.1	Facilities for engineer (not required)	sum	0	0.00	R 0.00
		a) Rain Gauge	No	1		
2.2	8.3.2.2	Facilities for contractor (Only price required items)				
2.2.1		a) offices and sheds	sum	1		
2.2.2		b) Ablution and latrine facilities	sum	1		
2.2.3		c) Tools and equipment	sum	1		
2.2.4		d) Water supplied , electricity and communications	sum	1		
2.2.5						
2.26		e) access	sum	N/A	0.00	R0.00
2.2.7	8.3.3	Other Fixed Obligations	sum	1		
			sum	1		
2.3		Initial Health and safety obligations	sum	1		
2.3.1		Submission of Health and safety file	sum	1		
2.4	8.3.4	Removal of site Establishment at end of contract and Generally clean and make good entire site.	sum	1		
		CARRIED FORWARD TO SUMMARY PAGE				
		BROUGHT FORWARD				

2.5		**PRELIMINARY AND GENERAL TIME RELATED ITEMS**				
2.5.1	8.4.1 8.4.2	Contractual requirements Operation and maintenance of all facilities on site	sum	1		
2.6	8.3.2.1	Facilities for engineer (not required)	sum	0	0.00	R 0.00
2.6.1		a) Rain Gauge	No	1		
2.6.2		b) Provisional sum reserved for use (only for engineer) for undertaking surveys	Pc sum	1	R250 000	R250 000
2.6.3		Contractors markup and profit on item above	sum	1		
2.7	8.3.2.2	Facilities for contractor				
2.7.1		a) offices and sheds	sum	1		
2.7.2		b) Ablution and latrine facilities	sum	1		
2.7.3		c) Tools and equipment	sum	1		
2.7.4		d) Water supplied , electricity and communications	sum	1		
2.7.5		e) Dealing with water (if required)	sum	1		
2.7.6		f) access	sum	N/A		R0.00
2.8	8.3.3	Any Other time related Obligations : Specify Below a)…… b)…….				
2.9		Initial Health and safety time related obligations	sum	1		
3	8.4.3	Supervision for the duration of the contract	sum	1		
3.1	8.4.4	Company and head office overheads costs for duration of project	sum	1		
3.2	8.5	Setting out of raft foundations in relation to site boundaries . (Centre boundaries required.)	No.	75		
		CARRIED FORWARD				
		BROUGHT FORWARD				

3.2.1	8.5	As built co-ordinates of raft foundation if required by engineer (model maker format) Provisional item	No.	100		
3.3	8.5	Provisional allowance for engineer to undertake Geotechnical Assessment /compaction testing of platforms	Prov sum	1	R100 000	R100 000
3.4	8.5	**Allow for the following additional items which need to be priced separately**				
3.4.1		a) Prov. Sum for Payments to community liaison Officer (CLO-36months)	Prov sum	1	R270 000	R270 000
3.4.2		b) Contractors mark up on item 3.4.1 above	sum	1		
3.4.3		c) Employers costs for Compulsory specialist services as per Sans 10400 and NHBRC Manual required to deliver project.	Prov sum	1	R635 000	R635 000
3.4.4		d) Contractors mark up on item 3.4.3 above	sum	1		
		`				
		CARRIED FORWARD TO SUMMARY				

		SUMMARY -PRELIMINARY AND GENERAL (FIXED AND TIME RELATED ITEM)	-	-	-	-
4		Preliminary and general	sum			
4.1		Fixed items				
4.2		Preliminary and general Time related items	sum			
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (PRELIMINARY AND GENERAL)**				
		SECTION 2				

	SABS 1200 C 1200D	**EARTHWORKS** SECTION 1 **Supplementary Preambles:**				
5	8.3.1	All 248 earthwork platforms have been constructed by the civil contractor and handed over in reasoble condition to receive raft foundations. Connections for Sewer are available on each site.				
5.1.1		Minor backfilling and compacting of material to 98% mod aashto behind Concrete upstand wall from raft excavations on site	m3	75		
5.1.2		Remove excess material from platform excavations to spoil site located within site boundaries or spread and compact on site.	m3	150		
5.1.3		Extra over item above for the importing to fill for platforms, suitable material from within the project boundaries (when instructed by the engineer) (Provision Item)	m3	50		
	SABS 1200DM	EARTHWORKS -TRENCHES				
6.8	8.3.2	Excavate in all materials on platform for minor pipe trenches not exceeding 600mm deep x 500mm wide -approx. 10m long per unit for sewer trenches. (110 dia)	m	1000		
6.8.1	8.3.2	Excavate in all materials on platform for electrical ducts trenches not exceeding 400mm deep x 400mm wide – approx 10m long per unit	m	1000		
6.8.2	8.3.2	Excavate in all materials on platform for water pipes trenches not exceeding 400mm deep x 400mm wide – approx 10m long per unit	m	1000		
		CARRIED FORWARD				

		BROUGHT FORWARD				
		EXCAVATION, FILLING, ETC OTHER THAN BULK				
6.1		Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. To 98% mod Ashto to create 250mm/500mm wide trenches for raft beams not Exceeding 700mm deep. Trenches to be compacted to 95% Mod Aashto.	m3	500		
6.2		Provisional Item: 600mm deep x 600mm square holes for mass concrete pads under raft beam excavations (10 No. scheduled)	No	10		
6.3		Risk of collapse of excavations Sides of external trench excavations to raft beams Not greater than 0.7m deep.	m	1400		
6.4		Keeping all excavations free of water subterranean and surface for duration of contract	Sum	1		
6.5		**SOIL POISONING (Provisional Item)** Soil insecticide Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc filling in furrows and ramming. (includes issuing of certificate)	m2	3200		
6.6		Excavation and Surface preparation for concrete surround slab 75mm deep. (Apron Slab) excavation and compaction of ground surface under slabs, including scarifying for a depth of 150 mm, breaking down oversized material, adding suitable material where necessary and compacting to 95 % Mod AASHTO density	m2	800		
6.7.		Excavations in all materials: 500mm deep x 650mm wide X 800mm wide For fire wall strip footings. Including minor backfilling of material and compacting of founding to 95% Mod AASHTO density.	m3	50		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)**				

BROUGHT FORWARD

7	Page 6	**SECTION 3:** **CONCRETE, FORMWORK AND REINFORCEMENT** **SUPPLEMENTARY PREAMBLES** *The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Engineer. (Test cubes are measured separately)* *Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"*					
		FOUNDATIONS				
7.1		UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
7.1.1		25Mpa/19mm Concrete Strip Footings: Fire walls and Screen Walls 250mm thk x 650mm x 850mm long	m3	15		
7.2		Mass Concrete pads under raft foundations 600mm square x 600mm deep (10 No. Pads scheduled)	m3	2.2		
		FOUNDATIONS				
7.3		REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES OR FIXED SHUTTERS				
7.3.1		25Mpa/19mm concrete: Raft Foundations or ground beams (For Type 1 and 2 units)	m3	850		
7.3.2		25Mpa/19mm concrete: Upstand Concrete wall Heights vary 400mm to 800mm.	m3	65		
		CARRIED FORWARD				

		BROUGHT FORWARD				
7.3.3		Concrete Surround slab 75mm thick 20/19 concrete cast against prepared surfaces inclusive of all minor formwork required (Mesh measured elsewere)	m3	100		
7.4		Making and testing 150 x 150 x 150mm concrete strength test cube for acceptance testing.	No	30		
		CONCRETE SUNDRIES				
7.5		Finishing top surfaces of concrete raft smooth with a power float finish				
7.5.1		Surface beds, (raft foundations) type 1 & 2	m3	2500		
7.5.2		First Floor slab	m3	2500		
		ROUGH FORMWORK (DEGREE OF ACCURACY II)				
7.6		Rough formwork to raft foundation sides				
7.6.1		Edges, risers, ends and reveals not exceeding 150mm high or wide (raft foundations) Type 1 and 2	m	2000		
7.6.2		Edges, risers, ends and reveals not exceeding 700mm high or wide (to side of raft foundation to form straight edge/smooth concrete surface for joint between rafts) Type 1 and 2	m	300		
		SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
7.6.3		Edges risers, ends and reveals to **Up stand wall**. Not exceeding 800**mm high** (inclusive of 140mm wide stop ends) Rate to include for formwork to both sides of wall	m	570		
7.7		**Mild steel reinforcement to structural concrete work**				
		Bars of various diameters for raft foundation	t	7.5		
7.7.1		Bars of various diameters for upstand wall	t	4.5		
7.8		**High tensile steel reinforcement to structural concrete Work**				
7.8.1		Bars of various diameters for raft foundation	t	13.5		
7.8.4						
		CARRIED FORWARD				

		BROUGHT FORWARD				
7.9		Fabric reinforcement				
7.10		Type 245 fabric reinforcement in raft foundations Type 1 etc	m2	2500		
7.11		Type 193 fabric reinforcement in raft concrete surface beds Type 2	m2	80		
7.12		Type 156 fabric reinforcement in Apron slab	m2	800		
7.1.2.1		**CONCRETE SUNDRIES**				
		Supply and install Bitumen impregnated soft board between vertical raft beam surfaces 20mm x 700mm high				
7.3		12mm Bitumen impregnated Soft board Joints not exceeding 700mm high (Between raft foundations)	m	300		
8		**STAIRCASE FROM GROUND TO FIRST FLOOR**				
		The design, manufacture, supply and installation of the following items shall be under the control of a registered Engineer in accordance with relevant SABS standards.				
8.1		Tenderers are to refer to drawing's annexure to this document Inclusive of all cleats, fasteners, bolts, closure pieces etc as depicted on attached drawing.				
		CARRIED FORWARD				

8.2		**BROUGHT FORWARD**				
		Concrete staircase: Construct in-situ concrete Staircase complete with reeded finish to treads and smooth off-shutter finish to soffits and edges (To comply with National Building Regulations) 900mm Wide staircase from Ground to First Floor				
		Smooth Formwork to Staircase: Ground floor to first floor				
8.2.1		All formwork to soffit of staircase to give smooth off shuter finish (900mm widex 2.8m on slope) Type 1	m	280		
8.2.2		All formwork to both sides of staircase to give smooth off shutter finish. Stringer 500mm wide x 3.5m long Type 1	m	350		
8.2.3		Smooth Formwork to risers 13 No. per staircase (including winders) 200mm high width 900mm (Winders average width 1050mm)	No	100		
		High tensile steel reinforcement to structural concrete Work-				
		Bars of various diameter for staircase (Type 1)	t	3.8		
		CONCRETE				
8.3		25Mpa/19mm concrete for staircase Type 1	m3	115		
		STAIRCASE SUNDRIES (STEELWORK)				
8.3.1		Design supply and install suitable mild steel galvanised balustrade 1m high suitable for concrete staircase as above. (To comply with SABS 0400 and all NBR)	No	100		
		CARRIED FORWARD				

		BROUGHT FORWARD				
8.5		**PRECAST FIRST FLOOR SLAB (TYPE 1)** Supply and install in-situ or precast concrete first floor slab units complete with all side forms, shutters to insitu concrete beam and props. Including necessary slip joints if required, designed for a minimum live load of 1,5 kn/m2. (Reinforcing and concrete measured elsewhere. *Refer to drawing for details of composite slab.*	No	100		
8.5.1		**High tensile steel reinforcement to structural concrete Work-Type A** Supply and Install bars of various diameter for 200mm thk precast slab	t	1.9		
8.5.2		Fabric Reinforcing: Supply and install mesh ref 195 in insitu concrete topping	m2	2300		
8.5.3		**CONCRETE TO PRECAST FIRST FLOOR SLAB** 25Mpa/19mm insitu concrete for precast slab (type 1) (3.5m3) Note to tenderer: Option above must be priced. Any alternatives to be priced separately and submitted for approval to engineer. Failure to do so will render your tender invalid.	m3	350		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (CONCRETE, FORMWORK AND REINFORCING)**				
9	Pge 11	**SECTION 4**				

		MASONRY SUPPLEMENTARY PREAMBLES				
9.1		Items, materials or methods to be used specified by trade quality required. Items, materials or methods of similar quantity may be used with prior approval from the Engineer prior to submission of Tenders				
		BLOCKWORK Blockwork shall comply with SABS 0145 "Concrete Masonry Construction". Blocks shall comply with SABS 1215 and shall bear the SABS mark. All blocks must be saw cut and not broken with a trowel and prices must include for this. All blocks are to have a minimum compressive strength of 7 Mpa (Sabs Approved) **SAMPLES** Samples of all masonry building units, except those for walls described as “load bearing”, shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site.				
		SUPERSTRUCTURE Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 7MPa concrete masonry blocks in class I cement mortar (Inclusive of narrow widths) Dwaf, fire and parapet walls as shown on drawings.				
		140mm Walls in M150 blocks	m2	12100		
		90mm Walls in M100 blocks	m2	200		
		CARRIED FORWARD				

		BROUGHT FORWARD				
9.2		90mm Shower kerb one course high in M100 blocks	m	100		
		BLOCKWORK SUNDRIES				
9.3		10MPa/19mm Mass concrete filling to cavity of blockwork Around all opening, in compliance with NHBRC building requirements.	m3	100		
9.4		Bitumen impregnated softboard between vertical block surfaces 16mm Thk for Joints not exceeding 300mm wide/high	m	500		
		Galvanized blockwork reinforcement				
9.5		100mm Wide Blockforce reinforcement built in horizontally (M150 blocks) every 2nd course	m	19254		
9.5.1		75mm Wide Blockforce reinforcement built in horizontally (M100 blocks) every 2nd course	m	3850		
9.6.1		"Fabcon" pre-stressed fabricated lintels for blocks 140 x 110mm Lintels in lengths : a) not exceeding 1.0m b) Not exceeding 1.4m	 No No	 100 800		
9.6.2		Pre-stressed fabricated linels for blocks 100x110mm a) Not excceding 1.4m	No	200		
9.7		Galvanised hoop iron crimps, ties, etc				
9.7.1		30 x 1,6mm Galvanised hoop iron Wall tie 600mm long with ends built into Blockwork (Fire walls)	No	1000		
9.7.2		30 x 1,6mm Roof tie 1,5m long with one end fixed to timber truss and other end built into blockwork	No	1200		
9.7.3		**REINFORCING** Y10 reinforcing bars to blockwork cavities around doors And windows as per NHBRc requirements	t	1.5		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (MASONRY)**				
		SECTION 5				

10	Page 14	**WATERPROOFING** SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer, prior to submission of Tenders. Waterproofing Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn downs				
10.1		DAMPPROOFING OF WALLS AND FLOORS One layer of 375 micron “Consol Plastics Brikgrip DPC” embossed damp proof course				
10.2		Walls In walls under window cills	m2	584		
10.3		One layer of 250 micron “Consol Plastics Gunplas USB Green” waterproof sheeting sealed at laps with “Gunplas Pressure Sensitive Tape” Under surface beds Bottom and sides of ground/raft beam	m2	8200		
		CARRIED FORWARD				

		BROUGHT FORWARD				
10.4		"Sika" Cemflex membrane waterproofing fixed in strict accordance to the manufacturers instructions				
		On shower walls	m2	401		
10.5		Additional membrane at 50mm diameter outlet	No	100		
		JOINT SEALANTS, ETC				
10.6		Silicone sealing compound				
10.6.1		Pointing joint between window frames and blockwork (Provisional amount) only on engineers' instructions	m	800		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (WATERPROOFING)**				

11		**SECTION 6** **ROOF COVERINGS, ETC** SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer, prior to submission of tenders.				
11.1		TILES 420 x 332mm "Marley" or equal approved Double Roman through colour (Slate Grey) concrete roof tiles laid on an including "Marley" 400 micron undertile membrane with 150mm lapped joints and fixed with suitable non-corrosive stormclips as required nailed through underlay 38mmx 38mm sawn softwood battens at 248mm centers				
11.1.1		Unequal dual pitch Roof covering with pitch not exceeding 26 degrees (type 1)	m2	9204		
11.1.2		Equal Dual pitch roof covering with pitch not exceeding 17 degrees (type 2)	m2	150		
11.2		Apex ridge tiles to match roofing tiles including soaker underlay, additional battens etc and bedded and pointed in 1:3 cement mortar tinted to match tile color.	m	440		
11.3		"Monier Easyflash" or equal approved 1,4mm thick aluminium composite waterproofing membrane with butyl self-adhesive fixed in strict accordance to manufacturer's instructions.				
11.3.1		Stepped side wall flashing	m	600		
		CARRIED FORWARD				

		BROUGHT FORWARD				
12		**ROOF STRUCTURE** DESIGN, SUPPLY & INSTALL THE FOLLOWING Tenderers are advised that only timber trusses be considered for the roof structure construction. The Tenderer shall ensure that all shop drawings are submitted with their tender for approval by the Engineer. The design, manufacture, supply and installation of the following items shall be under the control of a registered Engineer in accordance with relevant SABS standards. The tenderer shall be required to lodge a written guarantee/certificate for the designed component of each unit from a qualified registered Structural Engineer with the required capability certificate and professional indemnity cover Tenderers are to refer to drawings annexured to this document.				
12.1		Design, manufacture, supply, hoist and fix in position pre-fabricated timber roof structure complete with necessary wall plates, temporary bracing, designed for roof covering of concrete roof tiles on timber battens with trusses at maximum 760mm centres. .				
12.1.1		**TYPE 1** Roof structure for double storey unit size 6.110m x 4.0m on plan formed of unequal dual pitch trusses @ 750mm spacing 6.110 span with 600mm eaves projection on both sides	No	98		
12.2.1		**Type 2** Mono pictch Roof structure for single storey unit spanning 6.010 on plan with mono pitch roof trusses at 750mm spacing with single eaves projection of 600mm	No	2		
12.3		Extra over last for suitable paint protection to exposed members of timber trusses at eaves (NHBRC requirements).	No	100		
		SUB TOTAL CARRIED OVER TO FINAL SUMMARY PAGE (Roof Covering)				

	Page 17	**SECTION 7** **CARPENTRY AND JOINERY** SUPPLEMENTARY PREAMBLES				
	1	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer, prior to submission of of tender.				
	2	Fixing Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
13.1	3	EAVES, VERGES, ETC "Everite FC77" or equal approved pressed fibre-cement 225 x 10mm Fascia boards including galvanised steel H-profile jointing strips	m	800		
13.2	4	200 x 80mm Barge boards including galvanised steel H-profile jointing strips	m	600		
13.3 13.3.1	5	DOORS, ETC Hollow core flush doors with commercial veneer on both sides suitable for painting/varnish hung to wooden frames (internal -3 per unit) 40mm Door, 813 x 2032mm high	No	300		
		CARRIED FORWARD				

		BROUGHT FORWARD				
13.3.2		Wrot hard wood meranti doors hung to steel frames 44mm Framed, ledged and braced batten door 813 x 2032mm high filled in with 22mm V-jointed boarding on both sides (external doors 2 per unit) Doors to be varnished according to manufacturer's specifications	No	200		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (CARPENTRY AND JOINERY)**				
		SECTION 8				

14		**IRONMONGERY**				
	4	SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer, prior to submsiion of tenders. Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
14.1		LOCKS Two lever mortice lockset with chrome plated finish (3 internal doors)	No.	300		
14.2		Three lever mortice locksets with chrome plated finish (2 external doors)	No.	200		
		BATHROOM FITTINGS				
14.3		Chromium plated toilet roll holder	No.	100		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (IRONMONGERY)**				
		SECTION 9				
15		**METALWORK**				

	1	SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the engineer, prior to submission of tenders				
	2	Descriptions				
	3	Descriptions of bolts shall be deemed to include nuts and washers				
	4	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
15.1	5	GALVANIZED PRESSED STEEL DOOR/WINDOW FRAMES **Door Frames** Durowin or equal approved 1.2mm thick double rebated Door frame with adjustable striking plate including pair of steel hinges per dor leaf, rubber buffers to the lock jamb fixing lugs welded on suitable for 140mm block walls	No.	500		
15.1.1		As described above but, suitable for 90mm block walls	No	100		
		Window Frames Durowin Standard residential windows (Or equivalent)				
15.2		Window type NE1 533mm x 654mm high	No.	100		
15.3		Window type NC2 1022mm x 949mm high	No	500		
15.4		Window type NC1 533mm x 949mm high	No.	100		
15.5		Window type ND2 1022mm x 1246mm high Painting of Frames measured elsewhere (all frames must be SABS approved)	No.	100		
15.6 15.7		**SUB TOTAL** **CARRIED TO FINAL SUMMARY PAGE (METALWORK)**				
16		**SECTION 10** **PLASTERING & INTERNAL FINISHES**				

16.1		10mm Plaster to INTERNAL BLOCKWORK one coat cement bagwash to all internal walls (inclusive of narrow widths , touch ups etc	m2	16000		
16.2		One coat plaster skim to underside of precast slab inclusive of plaster key etc	m2	2400		
		PLASTERING				
16.3		10mm Plaster to external walls (inclusive of all narrow widths, touch ups etc)	m2	12 500		
		Painting measured elsewhere				
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (PLASTERING)**				
17	Page 32	**SECTION 11** **PLUMBING AND DRAINAGE** SUPPLEMENTARY PREAMBLES				

		Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Engineer, prior to submission of Tenders. High density polyethylene pipes: Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions All pipe diameters are nominal external uPVC pipes and fittings: Soil, waste and vent pipes and fittings shall be solvent weld jointed uPVC pressure pipes and fittings: Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints Fixing of pipes Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				
		SUPPLYMENTARY PREAMBLES Reducing fittings Where fittings have reducing ends or branches, they are				

		described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained Laying, backfilling, bedding, etc. of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding				
		SUPPLEMENTARY PREAMBLES Flush pans Flush pans shall have straight or side outlets and "P" or "S"				

		traps as necessary Stainless steel sinks				
		Waste unions Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings Sealing around sanitary fittings, etc Joints around sanitary fittings at junction with walls, etc are to be sealed with an approved silicone sealant and prices shall include for this SOIL DRAINAGE Normal duty uPVC pipes				
17.1		110mm Pipes laid in and including trenches not exceeding 1m deep	m	1200		
		Extra over normal duty uPVC pipes for fittings				
17.2		110mm Bend	No	600		
17.3		110mm Junction	No	300		
17.4		110mm Diameter rodding eye consisting of plain bend at bottom jointed to drainpipe, vertical piping not exceeding 1000mm long including all necessary slow bends, cast iron 'ABC' cover and frame, 150mm thick mass concrete 15MPa/19 mm surround all round and including all necessary additional excavation, etc	No	100		
		CARRIED FORWARD				

		BROUGHT FORWARD				
		Precast Concrete Gulleys				
17.5		Precast concrete gulley with 160mm diameter uPVC gulley trap with 110mm diameter outlet and joint to uPVC drain pipe including PVC grating	No	200		
		Connection				
17.6		Locating and cutting into side of existing 160mm pipe for and connecting 110mm pipe including inserting 110mm junction	No.	100		
		Sundries to drainage				
17.7		25mm Diameter hole through 140mm blockwall and make good on completion	No.	200		
		SANITARY FITTINGS				
		Stainless steel sinks				
17.8		Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup, chain and stay, fixed to block wall with and including gallow brackets (taps, trap elsewhere)	No.	100		
		Glazed ceramic fittings				
17.9		White ceramic basin, size 560 x 405mm, with 38mm chromium plated waste union, with one tap hole, anti-theft plug with spindle fixed to wall with and including two 10mm bolts. (Taps, traps elsewhere)	No.	100		
17.1		White low-level 90degree outlet WC suite including matching 4,5 litre low flush cistern and heavy-duty white plastic double flap seat	No.	100		
		CARRIED FORWARD				

		BROUGHT FORWARD				
		TRAPS, ETC				
17.11		Flexible rubber	No.	200		
		50mm Deep seal rubber P-trap				
17.12		Brass	No.	200		
17.13		50mm Rough brass shower P-trap with CP grating	No	200		
		TAPS, VALVES, ETC	No	200		
		15mm Ballostop valve	No	200		
		"Cobra Watertech" or equal approved				
17.14		15mm "Cobra 111" Star chromium plated pillartap	No	200		
17.15		15mm "Cobra 128" Star chromium plated underwall pattern stoptap	No	200		
17.16		15mm "Cobra 027" Chromium plated overhead shower arm	No	200		
17.17		15mm "Cobra 068BJ" Chromium plated shower rose				
17.18		SANITARY PLUMBING				
		Soil, waste & vent uPVC pipes				
17.19		50mm Pipes to walls, columns, soffits, etc	m	1000		
17.2		110mm Pipes to walls, columns, soffits, etc	m	200		
		CARRIED FORWARD				

		BROUGHT FORWARD				
		Extra over uPVC pipes for fittings				
17.21		50mm Access bend	No	100		
17.22		50mm Junction	No	100		
17.23		110mm Access bend	No	100		
17.24		110mm Access junction	No	100		
17.25		110mm Pan connector	No	100		
17.26		50mm "GI One way" vent valve	No	100		
17.27		110mm "GI Two way" vent valve	No	100		
		WATER SUPPLIES				
		HDPE Class 12 high density polyethylene pipes with plastic compression fittings				
17.28		22mm Pipes laid in and including trenches not exceeding 1m deep	m	1200		
17.29		16mm Pipes to walls, soffits, etc	m	1000		
17.3		22mm Pipes to walls, soffits, etc	m	1500		
		CARRIED FORWARD				

		BROUGHT FORWARD				
17.31		32mm Pipes to walls, soffits, etc	m	0		
17.32		Extra over high-density polyethylene pipes for Plasson compression fittings				
17.33		16mm Fittings	No	600		
17.34		22mm Fittings	No	600		
17.35		22mm Elbow	No	100		
17.36		22 x 16mm Reducing tee	No	400		
		Extra over high-density polyethylene pipes for capillary fittings				
17.37		16mm Fittings	No	400		
		Connection				
17.38		Cutting into existing water supply pipe for and including connection with 22mm pipe including all fittings, etc	No	100		
17.39		Water tank: Collect from eThekwni depot in Springfield Park, 180 L tank and installed on platform above stairwell as per detail. (cost to include platform)		100		
17.40		TESTING				
		Testing the whole of the water supply and sanitary pipe system including fittings (Rate only)	No	100		
17.50		Construct complete Jojo Tank stand as per detail	No	100		
17.60		Supply and install 2500L Jojo tank as per detail	No	100		
		SUB TOTAL				
18	**Page 41**	**CARRIED TO FINAL SUMMARY PAGE (PLUMBING) SECTION 12**				

		GLAZING				
18.1		GLAZING TO STEEL WINDOWS WITH PUTTY/BACK PUTTY				
		4mm Clear float glass				
18.1.1		Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	50		
18.1.2		Panes exceeding 0.5m2 but not exceeding 2m2	m2	320		
		4mm Obscure glass				
18.1.3		Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	50		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (GLAZING)**				
19	Page 42	**SECTION 13**				

		PAINTWORK SUPPLEMENTARY PREAMBLES SABS Specifications High gloss enamel paint: SABS 630 Grade I Oil gloss enamel paint: SABS 631 Primers for wood for external work: SABS 678 Type I Primers for wood for internal work: SABS 678 Type III Zink chromate primers for steel: SABS 679 Type I Wash primer (metal etch): SABS 723 Varnish for interior use: SABS 887 Type I Emulsion paints: SABS 1586				
19.1		One coat Cement bagwash to Interior walls inclusive of narrow widths, touch ups etc. Product to be used strictly according to manufacturers recommendations.	m2	39680		Rate Only
19.2		One coat alkali resistant primer, one undercoat and one finish coat PVA emulsion paint to external plaster Colors to be finalised.	m2	13000		
19.3		One coat galv. primer, one undercoat and one finish coat polyurethane enamel paint to internal doors 3 Doors Per unit	No	300		
19.4		Two coats exterior quality clear vanish, including all surface treatment to exterior doors (2 per unit) As per manufacturers recommendation	No	200		
19.5.1		One coat Calcium Plumbate primer to all Steel window frames of unit	No	100		
19.5.2		One undercoat Polyurethane enamel paint to all steel window frames of unit	No	100		
19.5.3		One Final coat Polyurethane enamel paint to all steel window frames of unit	No	100		
		SUB TOTAL **CARRIED TO FINAL SUMMARY PAGE (PAINTING)**				

		SECTION 14				
20		**PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS**				
		Provisional Amounts may be omitted or reduced at the Employer's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to Provisional Amounts or P.C. amounts or any loss of profit related thereto.				
20.1		**MISCELLANEOUS ITEM** Construct complete with 2 Precast concrete bearers and Shutter Board platform to accommodate 180l water tank As Depicted on drawings.	No.	100		
20.2		Supply and install Drip tray to tank inclusive of overflow pipe through wall, including all fittings etc	No	100		
20.2.1		Collect180l water tank from nearest Metro water Depot	No	100		
20.3		Construct 1000L water tank base as depicted on drawings Supply and install 1000L water tank inclusive of all holding down staps, bolts etc	No.	100		
20.4		**Electrical Installations** Complete electrical installations to unit as per attached schedule. All fixtures' ducts etc to be built in. Ducts in first floor slab to be cast into concrete.	No	100		
20.5		Nailed Up ceilings 8mm Rhino gypsum square edge plasterboard with 25 x 5mm timber cover strips over joints, including 38 x 38mm sawn of brandering at 400mm centres fixed to timber trusses	m2	2500		
20.6		Extra over item above for 635 x 635mm Lafarge white epoxy coated access panel with 580 x 580mm white epoxy coated hinged bottom pan flush inn ceiling	no	100		
20.7		Rhino gypsum plasterboard cornices	m	2500		
		CARRIED FORWARD				

		BROUGHT FORWARD				
		Rainwater goods Supply and install complete with all brackets fittings etc upvc roof gutter to Unequal dual pitch roof, with one down pipe to jojo tank at back, on double storey unit every 8m:				
20.8			m	100		
20.8.1		Supply and install complete with all bracket's fittings etc 6m upvc roof gutter to dual pitch roof with one down pipe to jojo tank, for all units.	No	100		
20.8.2		Isoterm or similarly approved insulation 80mm thick laid on top of branderings between roof Timbers In ceiling	m2	2500		
		SUB TOTAL				
		CARRIED TO FINAL SUMMARY PAGE (PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS)				

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

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The Umbhayi Housing Project is in the far north of eThekwini Municipality in Ward 61 at Tongaat. The project is an in-situ upgrade, which is aimed at accommodating households within a pre-existing densely populated informal settlement, namely Umbhayi Informal Settlement.

The project was planned and approved on a three (3) stage or phase approach, with a total yield of 779 and 248 to be built under phase 1. The planning aspect of the project was completed some years back; however, construction could not commence due to insufficient bulk infrastructure capacity and delays in the acquisition process. After much deliberation with eThekwini's Water and Sanitation Department, it was confirmed that bulk infrastructure will only be available for the first phase of 248 sites. The intention was that bulk infrastructure would be available, in 3 phases over time.

The Works are comprised of 3 different Parts under the following headings:

Part 1: Preliminary & General Items

Part 2: Internal Infrastructure

Part 3: Top-structures (Including the foundations)

Part 1: Preliminary & General Items and Internal Infrastructure

- Site Establishment and Contractual Requirements
- Implementation of the Contractor's Health and safety plan
- Compliance with the Environmental Management Plan
- Accommodating other contractors and service providers on the site

Part 2: Internal Infrastructure

- Clearing and grubbing of the site for all pipe services, roads and earthworks to platforms
- The construction of clear and grub and earthworks for roads and clear and grub for platforms to residential units. *(Earthworks for platforms are measured under top structure)*
- Construction of dry stack retaining walls and gabion headwalls where applicable.
- Stormwater drainage consisting of kerb and channel / Vee drains, stormwater inlets, manholes, excavation of trenches, and laying of stormwater pipes and outlet structures.
- Outlet structures will have 300mm reno mattress protection where applicable.

- In addition, if required the contractor may have to construct the Water reticulation, which includes the excavation of trenches, laying of water pipes, erf connections including the water meter, manifolds, installation of valves and fire hydrants and cutting into existing water pipes. (Materials if supplied by eThekwini municipality may require collection from the nearest depot).
- The installation of sub soil drains (as per the detail) where required.
- The construction of Geolock 400 drystack walls.
- Road line marking and signage on the premix portion of the road.
- Construction of foundations and slabs for 100 Low-Cost residential units by main-contractor.
- All units are founded on Reinforced concrete raft foundations. Construction of block work on the completed raft foundations will only be permitted after the NHBRC inspectors have

inspected and approved the completed works. The main contractor is to ensure that documented proof of the necessary approvals accompanies all certificates for payment.

Part 3: Top Structures:

Construction of 54 Low-Cost residential units Urban specification.

- Construction of foundations and slabs for 100 Low-Cost residential units by main contractor.
- All units are founded on Reinforced concrete raft foundations. Construction of block work on the completed raft foundations will only be permitted after the NHBRC inspectors have inspected and approved the completed works. The main contractor is to ensure that documented proof of the necessary approvals accompanies all certificates for payment.

All Sub-Contractors and will be supervised and monitored by the Main-Contractor.

- The Top Structure component consists of the housing typology as depicted on the attached drawings (a portion will be ceded to locally sourced Sub-Contractors) will be managed and monitored by the Main-Contractor who will be registered with NHBRC.
- Typology is a double storey free standing unit of approximately 45m^2 in area.
- M150 Concrete block strengths are as follows:
- Single storey: 3.5 Mpa crushing strength
- Contractor may be required to collect 180l municipal water tanks from nearest depot and install as per the relevant detail.
- Apron slab to be constructed only after all underground services to the unit have been installed. (if applicable)

C3.1.2 Description of Site and Access

The Umbhayi Housing Project is in the far north of eThekwini Municipality in Ward 61 at Tongaat, Durban, within eThekwini Municipality, KwaZulu-Natal.

Vehicular access to the site is via Dumisani Makhaye Drive into Khangela Street then Dukuza Street.

refer to: Locality Sketch

C3.1.3 Nature of Ground and Subsoil Conditions

In terms of topography, the site displays undulatory terrain with variable landforms and slope aspects. Gradients are generally moderately steep to steep slopes near drainage lines and associated valleys. Landforms include hillsides, valley heads and valley bottoms.

No unstable areas were identified within the development areas, however indiscriminate development of the site with no benching of fills, poor fill bed prep and poorly compacted embankments and can lead to instability of slopes

Two well defined prominent drainage lines rain bisect the site. Hydrophytic vegetation were observed within the site indicating the potential for perched water tables requiring subsoil drainage.

The site is predominantly a brownfields project. However this does not precluded the existence of possible informal structures within the project/site footprint or close proximity of the project boundaries Stormwater controls have been formalised. No stormwater from the development will be permitted to discharge onto these roads or road reserves.

C3.1.4 CIDB B.U.I.L.D. Programme (Employer's objectives)

Standard for Indirect Targeting for Enterprise Development

It will be a Condition of Contract that the Contractor shall, in the performance of the contract, achieve the **Subcontracting** (SUBCONTRACTING) relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

a) The objective of the project is to provide for a minimum Subcontracting (SUBCONTRACTING) of 5% of the total project value and to develop targeted enterprises by the main or lead partner contractors.

b) The successful contractor shall:

1. Subcontract a minimum of 5% of the total project value to targeted enterprises;
2. Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
3. Perform needs analysis on the targeted enterprise to identify developmental goal
4. Provide internal mentorship support to improve the targeted enterprise/s performance;
5. Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
6. Monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
7. Submit a project completion report to the Employer's representative for each targeted enterprise.

c) The development of the Targeted Enterprise shall be guided by the **CIDB Competence Standard for Contractors** (Gazette No. 41237, 10 November 2017). Table 2. below outlines the minimum recognised qualifications to which development of targeted enterprises must be undertaken by the main contractor.

CIDB Grade	Minimum NQF Level	Recognised Qualifications
Business Management		
5 & 6	5	• National Occupational Qualification in Business Management NQF 5
2 to 4	2	• National Certificate: Construction Contracting NQF 2
Building and Construction Works Management		
5 & 6	5	• National Certificate: Management of Building Construction Processes NQF 5
2 to 4	3	• NCV 4: Civil Engineering and Building Construction, or • National Certificate: Supervision of Construction Processes
Civil Engineering Construction Works		
5 & 6	5	• National Certificate: Management of Civil Engineering Processes NQF 5, or • National Diploma: Civil Engineering and Building Diploma
2 to 4	3	• NCV 4: Civil Engineering and Building Construction or • National Certificate: Supervision of Construction Processes, or • Further Education and Training Certificate: Supervision of • Construction Processes

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

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

(1) Time required for service relocations.

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

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

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

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 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.

[Note: It is important to briefly describe the work envisaged and the time required for this work where other organisations are involved. Particular attention should be paid to tie-ins to the existing live mains which normally have to be done by the Water Supply Branch even if the installation of the new main is included in the contract.]

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 Ethekwini Water Services Directorate. 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 Compaction 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

[Briefly describe the work noting all special conditions].

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

[Briefly describe the work noting all special conditions].

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

[Briefly describe the work noting all special conditions].

PS.6.1 General

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

PS.6.2 Street Lighting

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

PS.6.3 MV / LV Cables

Certain MV / LV cables are to be replaced within the contract area (see drg xxxxxxxxA0). The actual cable work associated with this relocation and / or replacement of these cables will be carried out by 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

[Briefly describe the work noting all special conditions].

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

PS.8 CCTV PLANT

[Briefly describe the work noting all special conditions].

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

Describe issues relating to OH&S and the Regulations

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

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

PS.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 Tenderer's 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.

The Contractor is to take note of the prevailing security rate in the rate area, together with the allowable PSIRA rates for security when pricing this item.

The process of negotiation will not be deemed as work stoppage.

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

(a) House/Unit – slab, wall plate, roof and finishes

PS.13 CIDB BUILD PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the Subcontracting relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

In no uncertain terms

PS.13 Topstructures

The Tender Data contained in this section is applicable only to the constructing of the top structures and shall have precedence in the interpretation of, or any ambiguity or inconsistency between it and the Standard Conditions of Tender mentioned elsewhere in the document.

PS.13.1 Tender documents applicable to construction of topstructures:

The Standard Tender Documents issued by the Employer as listed on the INDEX page of the tender document.

Top Structure Drawings, accompanying the Tender Document.

Contract Price Adjustment Formula as stated in the CONTRACT DATA, shall be applicable to this section of the contract.

Preliminaries: The “ASAQS (ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS) PRELIMINARIES, NOVEMBER 67,” as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

Trade Preambles: The “Model Preambles for Trades – 68”, as recommended by The Association of South African Quantity Surveyors shall apply to this section of the contract and is obtainable from the Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

In addition Tenderers are advised, in their own in interest, to obtain their own copies of the following acts, regulations, and standards referred to in the this part of the tender 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 participation of targeted enterprise and labour.

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 63 (Government Gazette No 25207 of 18 July 63, Notice No R1010).
- The Construction Industry Development Board Act No 38 of 68 and the Regulations in terms of the CIDB Act 38/68, Government Notice No 692 of 9 June 64.
- The Preferential Procurement Policy Framework Act No 5 of 68, and the Preferential Procurement Policy Framework Act Regulations (2017).

PS.13.2 Sub-Contracting of the Top Structure Contract:

Prospective tenderers are to take note that they will be required to sub-contract the **the works,** i.e. Civil and Top structure part, to appropriately graded CIDB CE/GB or CEPE/GBPE sub-contractors with valid CIDB/NHBRC registration from within the ward area of the project. To assist the main contractors in achieving this requirement, the employer will endeavour to provide prospective tenderers with a list of suitable eligible subcontractors from within the project ward area during the execution phase of this project. In the event of there not being any suitable contractors within the project ward area or immediate surrounding areas, the appointed contractor shall be permitted to source suitable qualifying (CIDB and NHBRC registrations) sub-contractors from within the eThekwini Municipality boundary. It will remain the sole responsibility of the main contractor to Plan, manage and monitor the work undertaken by the subcontractors under their control until practical completion is achieved on the top structures.

PS.13.3 Practical Completion for Top-Structures

On achievement of practical completion of the top structures, the contractor is required to hand over manuals etc. related to the works as listed in the table below to achieve final completion:
(N/A denotes not applicable to project)

1) Soil poisoning certificate	2) Test cube results for foundations
3) Signed Inspection sheets	4) TR1 certificate for trusses supplied
5) Electrical certificate.	6) D1 form for NHBRC

PS.14 Employment of Local Labour

The Sub contractors will be required to employ local labour as specified in the Relevant project 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 on the top structure is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any persons who reside within the ward areas of the project. 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 main contractor and sub-contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced

C3.3: STANDARD SPECIFICATIONS

USE THIS C3.3 IF THE STD. ENGINEERING SPECIFICATIONS ARE APPLICABLE

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

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

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and 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 DD	Earthworks for Structures

1. PSA General

7Clause	525 A Clause No.	Action required
PSA 1	3 add:	Ordering of material The quantities set out in the Bills of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes. Any reliance placed by the Contractor on the estimated quantities stated in the Bills of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk, and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.
PSA 2	3.1 add :	Quality and Samples. The Contractor shall, deliver to an approved testing laboratory, samples of materials to be used in the Works.
PSA 3	4.2 add :	Contractor's facilities: Contractor shall provide sheds for storage of materials and offices for his own use as required. No housing facilities are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to Site. Housing facilities are to be in compliance with the requirements of the Labour Division, Department of Interior, KwaZulu Natal Provincial Government.
PSA 4	4.2 add :	Water Supplies: All water for the Work shall be of adequate quality and ample quantity for the purposes required. The Contractor shall make his own arrangements and be solely responsible for the supply, cartage and storage of water required for the construction of the Works. Where the Employer controls existing water supplies and make these available to the Contractor, the Contractor shall arrange this with the Employer and pay the charges stated by the Employer.
PSA 5	4.2 add :	Light and power supply: The Contractor shall make his own arrangements and be solely responsible for the supply of such electricity and power and pay all charges in connection therewith.
PSA 6	4 add :	Plant: The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the works well within the stipulated time limit. In addition he shall have available adequate standby plant to maintain planned outputs.

PSA 7	5.2 add :	Accommodation of traffic Where the work borders on or intersects existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order. The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic – Clause 5.1 SANS 1200 D has reference. The Contractor will be required to submit to the Engineer for approval a layout plan indicating traffic accommodation for the works for each set up. Approval of each set up by the Engineer will not in any way preclude the Contractor from his responsibilities regarding traffic accommodation. The Contractor must employ a full time traffic and safety officer for the duration of the contract. The officer will be responsible for all safety and traffic accommodation related matters. Access to and within the Site: The Contractor shall ensure that there is sufficient access to and within the site at all times to allow residents access to their dwellings. In this regard, the Contractor must ensure that other service providers and Contractors are able to obtain access to their services during all times. Indiscriminate closures of areas will not be permitted. The Contractor must obtain written approval from the Engineer for each new access created within the site, and closures of existing accesses.
PSA 8	6.2	The Contractor shall construct each of the various parts of the works to degree II accuracy, except where otherwise specified.

2. PSAB Engineer's Office

Clause	525 AB Sub-Clause No.	Action required
PSAB 1	3.2 amend/add	In addition to the Office/Boardroom requested in the document for Engineers use, however should the need arise for alterations or additions to this office and associated facilities during the duration of the Contract, it will be communicated to the contractor, to price and undertake . A provisional sum has been allowed for this under Section 1: P&G – Fixed Charge Items (sub-item 1.2.1.2) of the bill of quantities. Any costs falling outside the monthly costs, which are covered under the Time Related Items, will be recovered from this Provisional Sum. The Contractor is at liberty to select the design and specification that he deems most suitable for any alterations or additions required, which is subject to the acceptance by the Engineer, and upon the Engineer's written instruction, the Contractor shall supply and install. The Engineer, reserves the right to accept or decline any part or all of the design and/or specification presented by the Contractor, and to source the same elsewhere. In the event that the Engineer elects alternative supplier/s, payment will be made from the above-mentioned Provisional Sum and the maximum mark-up payable to the Contractor for the sums paid to alternative suppliers, shall be five percent (5%). The Contractor shall maintain and insure at his own cost, all the facilities of the Engineer, for the full Contract Duration.

PSAB 1 Continued	3.2 amend/add	Electricity and lighting:	The Contractor shall pay for the monthly supply and consumption cost for the Contract Duration. The ownership of the installation transfers to the Employer, at the end of the Contract.
PSAB 1	3.2 add/amend	Access, parking and security	The parking area and offices are to be guarded 24 hours a day, seven days a week. The Contractor shall pay the monthly security and maintenance costs for the Contract Duration. The ownership of the installation transfers to the Employer, at the end of the Contract.
		Storage Facility:	The Contractor shall provide, for the Engineer, a lockable, weatherproof container (18m²), for storage of tools and equipment, for the duration of the Contract, located in the Engineers yard. (not required)
		Security Hut:	1 No. 2m x 1.2m security hut, with stable door and window. Hut to be weather proof, with flooring and outside lights and 1m roof overhang at the door. The Contractor shall pay for the full installation cost. The ownership of the installation transfers to the Employer, at the end of the Contract.
PSAB 1	3.2 add/amend	Printing:	Expected duty cycle for 300 colour prints and 525 black prints per month. Single day cycle up to 200 prints. The Contractor shall pay the monthly running costs through the Time Related Item. (not required)
		Stationary:	1500 sheets 80gram paper per month, of acceptable quality for the printer. Colour and black printing cartridges for printer, for duration of the Contract. The Contractor shall pay the monthly costs through the Time Related Item. (Not required)
		Testing, Measuring and Safety Equipment:	1 x DCP testers complete, including 2 additional shafts and spare cones (Dick King Lab Supplies or equivalent). 3 x 30 meter Stanley glass fiber tape measure. 5 x 5 meter Stanley retractable steel tape measure. 3 x 3 meter boning rods with adjustable cross bar. 1 x Geologists Hammer. 4 x zip front reflective sleeveless safety jackets for Municipal/Engineers staff when on site . 4 x Yellow hardhats for Municipal/Engineers staff. 4 x gum boots for Municipal/Engineers staff. The Contractor shall pay for the full supply cost. The ownership of the equipment transfers to the Employer, at the end of the Contract.
PSAB 1	3.2 add/amend	Materials, equipment and workmanship supplied in terms of this specification, must be in good working order, and as new. Sub-standard goods will not be accepted by the Engineer. The Contractor shall maintain and insure all the Engineers Facilities for the duration of the Contract.	

PSAB 1 continued	3.2 amend/add	Laboratory facilities: No laboratory for use by the Engineer will be required. However, the Contractor shall provide and maintain his own equipment to do all the soil and density tests required to enable him to fulfil his obligations in terms of the Specifications in this regard. The Contractor shall make available and maintain (including valid calibration certificate) for the Engineer, a Troxler Nuclear Density Meter for the duration of the roadworks and platform construction. The Troxler must be supplied with a suitably qualified operator. An item has been allowed for in Section 1 of the Bill of Quantities to cover the costs of supplying the Troxler, operator and maintaining the Troxler for the duration of the roadworks and platform operations. The cost of other acceptance tests required to be done by the Employer's Representative shall be paid for from the Provisional Sum allowed in the Bills of Quantities for this purpose.
PSAB 2	4.1 add :	Survey Equipment and Facilities The Contractor shall provide for the exclusive use of the Engineer, all necessary survey equipment including the following : (a) 1 No. dumpy level of modern type with horizontal circle for angular measurement. (b) 1 No. new measuring wheel (c) 1 x 50 m fiber glass tape measure, (on request by the Engineer). (d) 1 x 50 m steel tape measure, (on request by the Engineer). (e) 1 x 5.0 m meter leveling staff. (f) 3 x 3.0 m ranging rods, (on request by the Engineer). (g) Steel and wooden pegs with hammer as necessary. All instruments and equipment shall be in proper adjustment and calibrated, and shall be maintained so for the duration of the Contract. They shall be insured by the Contractor against loss, theft or damage. The Contractor shall provide the Engineer with a full time, intelligent, adult attendant whose duties will include to assist in survey work, measurement of the Works, etc. (monthly cost to be the same as that of the CLO).
PSAB 2 Continued	4.1 add :	The Contractor is to pay for all costs of employment for this assistant. An item has been allowed for in Section 1 of the Bills of Quantities to cover the costs of supplying the above survey equipment, person and maintaining the equipment for the duration of the contract.
PSAB 3	8.4.2.1 add :	Measurement and Payment for Survey Facilities Provide and maintain survey equipment : Unit : Lump Sum The rate shall cover all charges inclusive of insurance for the provision and maintenance of the survey equipment, as per PSAB2.
PSAB 4	8.4.2.1 add :	Measurement and Payment for Nuclear Density Meter Provide and maintain Nuclear Density Meter : Unit: Lump Sum The rate shall cover all charges for the provision and maintenance of the Nuclear Density Meter, inclusive of insurance, and to supply a suitably qualified operator for the duration of the roadworks and platform operations.

3. PSC Site Clearance

Clause	525 C Clause No.	Action required
PSC 1	3.1 add :	Disposal of Materials Disposal areas shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Engineer with certificates of safe disposal, as required by legislation.
PSC 2	5.1 add :	To control and limit erosion the areas to be cleared must be kept to a minimum but be such as not to affect the quality of the work and hamper the efficient execution of the Contract. As a general guide the following will apply: Roads and Platforms: 500 mm wider than the bank cut and fill toe lines. Pipelines: 0,5m meter on either side of the pipe centre line, plus an additional meter on one side for stockpiling backfill material. Borrow areas: Limited to the extent of the working areas.
PSC 3	5.3 add:	Clearing shall also include the dismantling and demolition of existing informal structures on site as directed by the Engineer as per payment item PSC 10. It shall also include removal of all building rubble and safe disposal of any household rubbish and litter by means of manual raking or other effective methods and safe disposal thereof.
PSC 4	5.8 add:	Where necessary for the proper execution of the works, and where instructed by the Engineer, the Contractor shall break existing miscellaneous items of concrete encountered on site (including reinforced concrete) and dispose. (this measurement item is for miscellaneous concrete over and above that specified in PSC 6). The existing items of concrete are to be broken to a size suitable for handling, loading and disposal. All reinforcement encountered shall be cut to suitable lengths and disposed of.
PSC 5	8.2.1 amend:	Clearing and grubbing for pipelines (other than sewer, see PSDB 8.2) will be measured to the nearest 0,1 Ha and will not be measured separately.
PSC 6	8.2.11 add:	Breaking and disposal of existing concrete: The unit of measurement shall be the cubic meter of existing concrete prior to breaking, which is broken and disposed of.
PSC 7	8.2.9 replace:	No overhaul will be paid for any spoil and/or disposable materials and the Contractor shall allow for all haulage costs in his tendered rates. The Contractor will only be allowed to spoil material on site if such permission is granted by the Engineer in writing.
PSC 8	5.9 add:	Where necessary for the proper execution of the works, and where instructed by the Employer's Representative, the Contractor shall break existing miscellaneous premix items encountered on Site and dispose of these at a dumpsite approved by the Engineer (this includes saw cutting to remove the premix). The existing premix items are to be broken to a size suitable for handling, loading and transportation to the dump. Where the premix exceeds 150mm in thickness, the rate for concrete shall apply, as per PSC 6
PSC 9	8.2.12 add:	Breaking and disposal of existing premix: The unit of measurement shall be the square meter of existing premix prior to breaking, which is broken and disposed of. The rate shall also include all saw cuts regardless of depth.

PSC 10	8.2.13 add:	Dismantle, demolish and disposal of existing informal structures, including the concrete foundation structure: The unit of measurement shall be the square meter (footprint area) of the existing structures prior to dismantling/demolition, regardless of the material make-up of the structure. In the case of existing VIPs, this shall also include the removal and disposal of wet pits and the backfilling of these with material from suitable excavations on site.

4. PSD Earthworks

Clause	525 D Clause No.	Action required
PSD 1	3.1.1. add:	Classification of material other than "soft excavation" shall be agreed upon before excavation of the material to be classified may be commenced. The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Employer's Agent thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature.
PSD 2	3.1.2 amend:	No restricted excavation shall be payable. Restricted excavation is included under bulk excavation rates.
PSD 3	3.1.2(b) replace:	Intermediate excavation shall be measured as soft excavation (this also applies to SANS 1200 DB: Earthworks Pipe Trenches). Classification of materials for purposes of excavation shall only be: Soft excavation Hard rock excavation Boulder excavation Class A Boulder excavation Class B
PSD 4	3.1.2(c) replace:	All hard rock excavation is to be regarded as restricted excavation. No additional payment shall be made for excavation in restricted circumstances.
PSD 5	3.3.1 add:	Top soil shall be removed to a depth as instructed by the Engineer on site from those areas on which construction is to take place. The Contractor shall obtain instruction from the Engineer on the treatment of topsoil, prior to construction. The rate is to include for the removal of litter prior to stripping and stockpiling. Suitable selected top soil shall be stockpiled at intervals of 500 m for re-use at a later stage. Unsuitable topsoil shall be disposed of off-site. All stockpiles and/or dumping sites shall be neatly leveled off.
PSD 6	3.3.1 add:	The approval of a borrow area for a certain purpose does not necessarily mean that all material within that area is suitable for the specified purpose. What it does mean, is that the borrow area contains some suitable material. The onus is on the Contractor to ensure that only material that is indeed suitable, is removed and used for the specified purpose. Where the Contractor is required to select material from excavations for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations. The Contractor shall not waste or contaminate material that has been selected for a specific purpose.

PSD 7	5.1.1.3 add :	Explosives Explosives are to be used only with the written permission of the Engineer. Care is to be taken that no damage is done to existing works and precautions are to be taken to prevent blasted material being thrown about. The size of charges is to be the minimum necessary. The Contractor will be responsible for all costs incurred in obtaining the necessary permits and displaying all the compulsory warning notices and abiding by the provisions of the OH&S act and that of the explosives inspector. Any damage caused to buildings, other existing works, or to the surrounding rock formation will be the responsibility of the Contractor. Furthermore, the Engineer may, at any time, disallow the further use of explosives. In this instance, the Contractor shall, without additional cost to the Employer, complete the excavation using other approved methods of excavation.
PSD 8	5.1.2.5 add:	Repairs to damaged services shall be immediately affected by the Contractor at his own expense. If any repair work shall in the opinion of the Engineer be urgently necessary for health, security or any other reasons whatsoever, and the Contractor is unable or unwilling at once to do such work, the Employer may by his own or other workmen do such work or repairs as the Engineer may consider necessary. All costs and charges so properly incurred by the Employer shall be deducted by the Employer from any monies due or which may become due to the Contractor.
PSD 9	5.2.2.2 add :	A borrow pit for selected materials shall be located by the Contractor who shall submit the necessary test results for approval by the Engineer. The Contractor shall remove overburden at the borrow-pit. Overburden shall be stockpiled and on completion of Works, all excess boulders, unsuitable material, etc shall be spread evenly over the floor of the quarry and then covered with the overburden and neatly finished off. All stones greater than 2/3 (two-thirds) of the specified layer thickness shall be bladed to the side, removed and dumped in designated spoil areas. The Contractor shall make and maintain his own access roads to the borrow pit over the shortest practical routes. No separate or additional payment shall be made for the Construction of temporary access roads. On completion the temporary roads shall be reinstated and finished off as for the borrow pit above.
PSD 10	5.2.2.3 add:	Surplus and unsuitable material shall be dumped at off-site spoil areas located by the Contractor who shall obtain the necessary approvals. The spoil areas shall be neatly leveled off. At the discretion of the Engineer and written instruction, some spoil areas may be located within the project area.
PSD 11	5.2.3 add:	The compaction densities shall be as indicated on the Drawings for the different sections of the Works.
PSD 12	5.2.5.1 add:	Notwithstanding any of the provisions of this sub-clause in 525D, the free haul distance applicable to this Section will be: For borrow to fill : All haul will be free haul. For cut to fill : All haul will be free haul. For cut to spoil : All haul will be free haul.

PSD 13		Old Work Any old foundations or other obstructions that may be encountered are to be grubbed up if disused and ends of old drains stopped up. Unless disused, existing works must be suitably supported and suitable precautions taken against undermining and collapse.
PSD 14	5.2.3.1 modify	“Each layer shall be compacted at OMC to a density of at least 93% of modified AASHTO density”.

5. PSDB Earthworks (Pipe Trenches)

Clause	525 DB Clause No.	Action required
PSDB 1	4.2 add : 5.1.2 add :	Shoring and Dewatering Any work destroyed or damaged due to inadequate precautions being taken against rain, flood, seepage or ingress of water of any kind, shall be repaired to the satisfaction of the Engineer. The Contractor shall be responsible for the entire cost of any remedial works necessary. Furthermore, whenever there exists, in the opinion of the Engineer, any reasonable danger that backfilled trenches or other work may be damaged by flood waters, he may order whatever measure he considers necessary, inter alia: 1. Earth or rock cross walls in trenches. 2. Temporary works to deviate existing water courses. 3. Acceleration of the Contractor's programme to minimise risk. No provision has been made for separate payment for any shoring, dewatering or anti-erosion measures. The unit rate for excavation shall cover all costs involved in keeping the excavation safe and free from water.
PSDB 2		Fences that intersect or adjoin a trench The costs of tunneling, protecting, maintaining and repairs necessitated by damage caused to existing fences by the Contractor must be included in the tendered rates for excavation measured under Sub-Clause 8.3.2.
PSDB 3	5 add :	Construction The Contractor's attention is drawn to the fact that certain pipelines are to be laid in developed areas and therefore rates are to allow for working in restrictive conditions. No extension of time or additional payment for any inconvenience, extra costs or delays arising due to the above will be allowed or paid to the Contractor. Where no specific item is scheduled to cover an activity or to compensate for any inconvenience or delay, all costs involved must be built in to the tendered rates for excavation, measured under sub-clause 8.3.2 of SANS 1200 DB.
PSDB 4	5.1.4 add :	Existing services that intersect or adjoin a trench The works involved in locating and exposing existing water pipes, sewers, stormwater pipes, concrete lined channels and drain box culverts, electric cables, ducts, kerbs, channels and various pipes and services that intersect a trench will not be measured separately. The costs of exposing these services, tunneling, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the tendered rates for excavation measured under sub-clause 8.3.2.
PSDB 5	5.6.3 add : 5.6.4 add :	Disposal of excavation material Disposal areas shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Engineer with certificates of safe disposal, as required by legislation.

PSDB 6		Backfill Materials:
PSDB 6.1	5.6.5 add :	Deficiency of Backfill Material : All haulage will be freehaul for imported backfill materials. The Contractor shall make his own arrangements with commercial sources. No payment will be made for additional backfill material in the trenches due to over break, etc. The Contractor must allow for such costs in the tendered rates for excavation measured under sub-clause 8.3.2.
PSDB 7	5.7 add :	The compaction densities shall be as shown on the Drawings. Maximum thickness of compacted layers shall not exceed 150 mm under road crossings and not more than 250 mm elsewhere. Selected fill material shall be used under road crossings. There will be no additional payment for compaction in road reserves on roads constructed by the Contractor.
PSDB 8	8.1.2 add :	Measurement and Payment
PSDB 8.1	8.1.2 add :	Pipe Trench Depths: Notwithstanding the terms of Sub-Clause 8.1.2, the trench depth shall be measured in 0,5 m intervals as the depth from finished level to the invert of the pipe, plus one wall thickness of the pipe to be laid in the trench, plus 75 mm to allow for bedding materials.
PSDB 8.2	8.3.2 add :	Clear and grubbing of the sewer line before excavation must be included in the rate for excavation as per 8.3.2 (a).
PSDB 8.3	8.3.2 add :	Payment for excavation will be as follows: 50% of the rate tendered for excavation items upon completion of the excavation, a further 30% upon completion of the backfilling and compaction, and the remaining 20% upon the completion of the reinstatement, disposal of any surplus and unsuitable material, and testing and disinfecting of the pipeline (if applicable).
PSDB 8.4	8.3.3.4 replace:	No overhaul will be paid for any spoil material within the site and the Contractor shall allow for all haulage costs in his tendered rates.
PSDB 8.5	8.3.6.1 add :	Finishing: In addition to the provisions of this Sub-Clause, the rate shall include the protection, or the removal and reinstatement of any kerbs, channeling, traffic islands etc. that may be necessary.

6. PSDK Gabions and Pitching

Clause	525 DK Clause No.	Action required
PSDK 1	3.1.2.2 add:	All gabion baskets and gabion mattresses must be galvanized or plastic coated (if specified) .
PSDK 2	3.2.1.2. add:	Type of pitching required: Heavy
PSDK 3	8.2.1. add:	The unit of measurement for cavities filled with rock and/or concrete shall be cubic meter (m^3) measured in place after completion of filling.
PSDK 4	8.2.2. add:	Surface preparation including excavation and backfilling for gabion baskets shall not be measured separately but shall be deemed to be included in the price tendered for the construction of gabions.
PSDK 5	8.2.5. add:	No separate items will be scheduled for different slopes. Price to include for all slopes from 1:1.5 grade and flatter.

7. PSDM Earthworks (Roads, Subgrade)

Clause	525 DM Clause No.	Action required
PSDM 1	5.1.2 add :	Accommodation of Traffic Facilities for the accommodation of traffic during the construction of a road must be provided to all built-up erven by the Contractor. No additional payment will be made for these facilities, and the cost thereof will be regarded as being included in the tendered rates for earthworks, and those costs already allowed for under PSA 7 of this project specification.
PSDM 2	5.2.2.2 add :	Dimensions of Cuts Irrespective of whether cuttings occur in soft, intermediate, boulder or hard rock excavation, no payment will be made for over break and the Contractor shall be required to backfill all cuts below the designated level with suitable material which has a CBR of at least 15 at 95% Mod AASHTO at the Contractor's own expense and to shape and compact this backfilled material to 95% Mod AASHTO density. The provisions of Sub-Clause 8.3.3(b) and 8.3.9 will therefore not apply. Disposal areas for surplus materials shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Engineer with certificates of safe disposal, as required by legislation.
PSDM 3	5.2.3.2(a) add :	Removal of unsuitable ground: Removal of unsuitable ground will be paid for under a separate item in the bill of quantities. Replacement of unsuitable ground will be paid for undercut/borrow to fill.
PSDM 4	3.1 add :	Materials - Classes of Excavation The excavation of materials will be classified as per clause PSD 1, 2 and 3 of the project specification.
PSDM 5	3.3 add :	Source of Supply The Contractor shall be responsible for locating a suitable source of material and for the selecting, excavating, blasting, loading, storing, hauling, transporting, spreading, watering, compacting, final grading and testing of all gravel subgrade and subbase layers.
PSDM 6	5.2.3.3 add: 5.2.4.2(f)	Compaction densities will be as follows: General fill 93% and Roadbed - 95% of Modified AASHTO density and as indicated on the drawings.
PSDM 7	5.2.8 add:	The free haul distance applicable is: For cut/borrow to fill: All haul will be free haul. For cut to spoil: All haul will be free haul.

PSDM 8 | 7.2 add :

Process Control
The testing frequency for process control shall be not less than the applicable frequency set out below:

1	2	3	4
TEST	POSITION IN LAYER	TESTING FREQUENCY	
		Area to which one Test is applied, Max	Number of Tests per Lot, Min
Relative compaction at OMC	(a) Ordinary fill (b) Top 300 mm of fill and roadbed (c) Layerworks	100 m² 100 m² 100 m²	4 4 4
Indicator tests	Layerworks	500 m²	1
MDD and OMC Tests	Layerworks	250 m²	1
CBR / UCS	Layerworks	500 m²	1

Note: A minimum of 2 No. MDD and OMC test and 1 No. CBR/UCS per road.

A provisional item has been provided in the Bills of Quantities for any density testing that is carried out by the Engineer. This amount does not include for any testing which the Contractor is required to carry out. Any independent testing which the Contractor must carry out as required by the Specifications is to be at his own expense and will be regarded to be included in his tendered rates and sums. The retesting of any sections due to the failure of the tested material will be for the Contractor's expense.

Written application for the testing of any section of road which the Contractor considers ready for testing must be made timeously by the Contractor.

A copy of all process control test results are to forwarded to the Engineer.

8. PSGA Concrete (Small Works)

Clause	525 GA Clause No.	Action required
PSGA 1 PSGA 1.1	2.3 add:	General Supervision During the whole or any time that the placing of concrete is being carried out, the concreting operation shall be under the direct supervision of a suitably qualified person acceptable to the Engineer.
PSGA 1.2		Records The Contractor shall maintain written records and provide the following information: (a) Provide at his own cost a mix design, from an approved authority or laboratory and submit to the Engineer for approval, (b) date on which each section was constructed and time taken to place, (c) daily weather conditions, and (d) nature of samples and dates on which they were taken. (e) a record of the batch mix materials quantities and total batch output
PSGA 2	3.2 add :	Cement:
PSGA 2.1	3.2.1 add :	Applicable Specifications Unless special cement is specified for a particular application, the cement shall be Portland cement or rapid-hardening Portland cement and shall comply with the requirements of SABS 471.
PSGA 2.2	3.2.2 add :	Storage of Cement Cement which is stored on Site shall be kept under cover that provides adequate protection against moisture and other factors which may promote deterioration. When the cement is supplied in 50 kg bags, the bags shall be closely and neatly stacked to a height not exceeding 12 bags and arranged so that they can be used in the order in which they were delivered to the Site. Storage of cement in bulk in silos or similar containers shall be permitted, provided that the cement drawn for use is measured by mass and not by volume. Cement shall not be kept in storage for longer than 6 weeks without the Engineer's permission.
PSGA 3		Admixtures Admixtures may only be used in the concrete mix subject to the conditions of Sub-Clause 3.5.1 of SANS 1200 G being complied with.
PSGA 4	4.4.2 add:	All surfaces regularly visible including benching of manholes shall have a smooth steel trowel finish.

PSGA 5	5.1.3 add :	Cover The minimum cover of concrete over reinforcement shall be as shown on the drawings. Where this is not indicated, the minimum cover shall not be less than 40 mm in normal cases. For concrete surfaces in contact with the ground and with water, the minimum cover shall be 50 mm.
PSGA 6	5.2.1 add :	Formwork finishes shall be as designated under 5.2.1(b) : Smooth
PSGA 7		Strength of Concrete The required strength of the concrete and the maximum normal size of coarse aggregate shall be as indicated on the drawings.
PSGA 8		Ready Mix Concrete The use of ready mix concrete will be permitted. The quality control will be carried out on site as for site mixed concrete.
PSGA 9		Concrete Surfaces Except where otherwise specified or detailed, surfaces of concrete shall be screeded to a plane uniform surface.
PSGA 10		Pipes and Conduits embedded in Concrete Except with the written approval of the Engineer, no pipes other than those shown on the drawings shall be embedded in concrete, and the approval of the Engineer for the position of all services to be embedded shall be obtained before concreting commences. The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement, shall not at any point be less than: (a) 40 mm, or (b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.
PSGA 11	5.4.8 add :	Unformed Concrete Surfaces
PSGA 11.1		Wood Floated Finish Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.4.8.1 and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.
PSGA 11.2		Steel-Floated Finish Where steel floating is specified or scheduled, the surface shall be treated as specified in PSGA 10 except that, when the moisture film has disappeared, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.
PSGA 11.3		Power-Floated Finish Where power floating is specified or scheduled, the surface shall be treated as specified in PSGA 10, except that the screeded surface shall be power floated to produce a high quality dense, smooth, uniform surface free from trowel marks.

PSGA 12	8.1 add :	In some instances the works will be scheduled in their entirety, such as small structures. In these instances the rates tendered shall allow for all the necessary provision of all materials, formwork, jointing, mixing, testing, placing, compacting, striking-off, finishing, repairing, labour and plant required to construct the work as scheduled and shown on the Project Drawings.
PSGA 13 PSGA 14	5.5.1.5 8.9 add: 8.9.1	The exposure condition (Table 5) is severe. Scheduled Items Construct headwalls all inclusive as per the detail drawing Construct headwall to suit (pipe size indicated). The unit of measurement for the construction of headwalls in their entirety shall be by number…….No.

9. PSGE Precast Concrete (Structural)

Clause	525 GE Clause No.	Action required
PSGE 1	8.2.1 and 8.2.2	The rate tendered under 8.2.1 shall also include for 8.2.2 that is the erection of the precast units.

10. PSLB Bedding (Pipes)

Clause	525 LB Clause No.	Action required
PSLB 1	3.1 and 3.4.1 add:	Selected granular material for Class C bed shall be suitable material obtained from a commercial source.
PSLB 2	3.2 replace:	The selected fill material shall be a material with a PI not exceeding 9 and that is free from vegetation and from lumps and stones of diameter exceeding 20 mm.
PSLB 3	3.3 add:	uPVC pipes are flexible pipes for the purposes of this sub-clause.
PSLB 4	5.3 add:	Compaction of backfill material shall be as shown on the drawings.
PSLB 5	8.1.1	Selected granular material from excavations for the purpose of Class C bed shall not be measured separately, but shall be deemed to have been included in the price for the operation of bedding. Selected granular material imported from a commercial source to form Class B and C beds, shall be measured and paid for as an extra over and above to Class C bed formed from excavated materials.
PSLB 6	8.2.1	Selected fill material from excavations to form a selected fill blanket, shall not be measured separately but shall be deemed to have been included in the rate for excavation and backfilling as per SANS 1200 DB, Clause 8.
PSLB 7		Measurement and payment
PSLB 7.1	8.1.3 add :	Notwithstanding the provisions of Sub-Clause 8.1.3, the volume of bedding materials shall be computed from: (a) The dimensions of the trench as shown on the drawings and the actual dimensions of the pipe. (b) The depth of bedding and selected fill blanket as specified. (c) The volume of the void formed by the pipe shall be subtracted from these computations. (d) No payment will be made for any bedding material required to backfill over break beyond the widths or depths specified.
PSLB 7.2	8.2.5 replace:	No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.

11. PSLC Cable ducts

Clause	525 LC Clause No.	Action required
PSLC 1	3.2.2 add:	Material for use in bedding for telephone and electrical ducts shall be selected granular material with PI not exceeding 9 and free from vegetation, lumps and stones of diameter exceeding 20 mm.
PSLC 2	3.3 add:	Compaction of backfill material shall be as indicated for trenches and shown on the drawings.
PSLC 3	3.4 add:	Behind the kerb directly above the ducts on both ends of the crossing, concrete block markers Class 20/19 (300 mm x 300 mm x 200 mm deep) on which the letters PO (for Post Office ducts) and DE (for electricity ducts) and the number of ducts at each location are embossed into the concrete, shall be provided. The top of the markers shall be level with the back of kerbs and the draw wires shall be firmly embedded into the concrete blocks. Sufficient slack should be allowed for on the draw wires. In addition, a solid line and the same wording as above shall be painted (white road marking paint) in 100 mm high lettering on the kerbs at one end of the installed ducts, above the position of the ducts. The ducts shall extend a distance of at least 1,0 m beyond the back face of the kerb and road hardening on the other side.
PSLC 5		1. The cut at the ends of each pipe shall be perpendicular to the length of the pipe and bevelled such that electric cables being drawn through them will not be damaged. 2. Pipe joints shall be tight and dependable, being easy to make. Spigot and socket joints will be acceptable. 3. Pipes shall be seamless and manufactured with an adapter socket on one end, the other being left plain. The socket end shall be of a size suitable for accepting a plain ended pipe, the resulting joint having sheer strength approximately that of the pipe. 4. Rubber sealing rings which will prevent the ingress of fine soil, etc., shall be supplied with each joint. 5. Pipes to be supplied shall comply with S.A.B.S. 791-1975, where applicable, and shall be made of rigid PVC or other suitable polymer, to the approval of the City Electrical Engineer. Alternatives must have characteristics similar to rigid PVC in chemical and physical stability and preferably higher impact resistance.

12. PSLD Sewers

Clause	525 LD Clause No.	Action required
PSLD 1	3.5.2 add :	Precast concrete sections Precast concrete manhole rings and cover slabs shall be manufactured from dolomitic aggregate.
PSLD 2	4.2 add :	Setting out The minimum requirement to ensure that pipes are laid accurately to gradient and line will be by use of top line and sideline. Sufficient pegs must be provided to support the lines to obviate sag.
PSLD 3	5.9.1 add :	Connecting sewers The Contractor must verify with the Engineer or his representatives the position and the required depth of all the sewer connections on any length of sewer between manholes prior to laying that particular length of sewer.
PSLD 4	Clause 7 add :	Testing After the pipes have been laid and tested by the Contractor, they will again be tested for grade, direction, line and appearance of inner surface, depth and water tightness, in the presence of the Engineer or his Representative. The Contractor shall provide and keep in good repair all necessary testing apparatus, expanding plugs, stoppers, air bags, etc of such sizes as may be necessary to fit openings together with any materials or labour that may be required for the complete and proper testing of the sewers. Each sewer length between adjacent manholes will be tested twice. The first test on each sewer length will be carried out once the pipes have been bedded. The second test on each sewer length will be carried out once the bedding operation has been completed i.e., the 300 mm of selected fill blanket above the top of the sewers has been placed and compacted. The tests and acceptance / rejection criteria detailed in Clause 7.2 will be applicable. Where a gradient steeper than 1:20 between manholes occur, a water test to determine the acceptability of the sewers laid, will be conducted.
PSLD 5	5.6.2.3 add :	Benching All benching and sloping surfaces shall be formed in Class 19 / 20 concrete with a “fondu” or similar approved topping and finished smooth and true with a steel trowel. The sides of all channels are to be carried vertically until level with the top of the outlet pipe, and then rounded with a 50 mm radius nose on to the slope of 1:3 to the walls of the manhole.

PSLD 6		Testing of manholes Once the manhole has been completed it will be thoroughly inspected by the Engineer's Representative. Should the jointing between the pipe sections not be to the satisfaction of the Engineer's Representative or if there is any honeycombing in a cast in-situ concrete manhole, or should he have any doubts, whatsoever, about the manhole he may instruct the Contractor to carry out the following tests on the manhole; the ends of the sewers entering the manhole must be plugged and the manhole filled with water to whatever depth may be directed. Once the manhole has become thoroughly wet there should be no leakage after a test period of 15 minutes. Should any leakage occur, the Contractor shall make good the defect to the satisfaction of the Engineer and provide water for all the tests.
PSLD 7	8.2.11 add :	Connections into existing sewers Where connections into existing sewer pipes, manholes or chambers are scheduled, the extra over rate in the Schedule of Quantities is to allow for the excavation, cutting of the existing pipes or side of the manholes involved, extra brickwork, benching, reaming, trimming, making good, dealing with or interrupting sewage flow, supply and installation of fittings, the construction of a ramp or backdrop (if required) and any work necessary to complete the new connection. The rate shall allow for any costs arising from liaising with the officers of the Municipality and for carrying out the work outside normal working hours if necessary.
PSLD 8		Standard drawings Certain drawings referred to in SANS 1200 LD have been revised. The revised drawings will be found in the project drawings. Where the standard drawings are referred to in SANS 1200 LD, the corresponding revised detail shall apply to this Contract.
PSLD 9		Ramps and drop inlets Where instructed by the Engineer ramps and drop inlets must be constructed as shown on the detail drawings. Where ramps are in solid ground, the concrete protection underneath or around the pipe may not be required and may be omitted at the discretion of the Engineer.
PSLD 10	8.2.3 add : 8.2.4 add : 8.2.5 add :	Manholes, inspection chambers, etc. The depths of manholes, inspection chambers, etc, for payment purposes will be measured at the centre of the manhole from the invert of the channel fitting to the top of the manhole cover.
PSLD 11	8.2.6 add :	Ramp and drop connections to main sewer In addition to the requirement of Sub-Clause 8.2.6, where ramp and drop connections out of main sewer are detailed, the rate is to include for the additional pipe, bends, junctions, etc.
PSLD 12	8.2.6 add :	Erf Connections The unit pieces for Erf connections shall be measured in accordance with sub-clause 8.2.6 of SANS 1200 LD except that the provision of all pipes, specials, benching at manholes and plug stoppers required to complete the connection and excavations are also to be included in the tendered rates. Length of Erf connections measured from centre line of main sewer up to end cap at boundary. The extra over-items for hard excavation shall apply.

13. PSLE Stormwater drainage

Clause	525 LE Clause No.	Action required
PSLE 1	5.8 add:	Subsurface drains: (a) Synthetic-fibre filter fabric Where shown on the drawings or directed by the Engineer, in filter blankets and other applications, synthetic-fibre fabrics shall be procured, furnished and installed as specified and shown on the drawings. Filter fabric shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction. (b) Laying of pipes A layer of permeable material of the class and thickness shown on the drawings shall be placed on the bottom of the trench and be lightly tamped and finished to the required gradient. Pipes of the type and size required shall be firmly bedded on the permeable material, true to level and grade, and shall be coupled where required. Thereafter the trench shall be backfilled with further permeable material to such level above the pipes as shown on the drawings or as directed by the Engineer. The permeable material shall be lightly compacted and finished to the required level. Further layers of permeable material shall then be placed, lightly compacted and finished to an even surface, as directed by the Engineer. The remainder of the trench, if any, shall be backfilled with approved impermeable material and as required by the Engineer, in layers not exceeding 100 mm and compacted to at least the same density as the surrounding material. The trench must be specially protected against the ingress of water until the impermeable layer has been completed. Permeable material must be placed in layers of not more than 300 mm thickness at a time and be lightly compacted. The total thickness of each type of permeable material must be carefully controlled, and when placing the thinner layers suitable spacers must be used. When placing successive layers the lower layer must not be walked upon and as far as possible must not be disturbed. Care shall be taken to prevent the contamination of permeable material during construction of the subsurface drains and all permeable material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.
		Where spigot and socket pipes are used, the socket end shall be laid upgrade with the spigot fully entered into the adjacent socket. Where plain butt-joint pipes are used, they shall be laid firmly together to prevent infiltration of backfill material. Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations as instructed. The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of Class 20 MPa/19 mm concrete, as directed by the Engineer and the lower end of the pipe shall be built into a concrete head wall providing a positive outlet or connected to stormwater pipes or culverts.
		Any section of a subsurface drain constructed from pipes without perforations or slots shall be backfilled with impermeable material as described in the foregoing. Where suitable the excavated material may be used for backfilling.

PSLE 2	8.2.14 add:	Scheduled items Class 20 MPa/19 mm concrete outlet structures for subsurface drains (Including formwork) The tendered rate shall include full compensation for supplying all material, the provision and erection of formwork and the mixing, placing and transporting of concrete. The unit for measurement shall be the m³. Permeable material in subsurface drains (a) Filter sand obtained from commercial sources Unit: m³ The approved permeable material will be measured in place in the drains and calculated from dimensions on drawings. The tendered rate shall include full compensation for procuring, furnishing and transporting from approved borrow areas or commercial sources and placing the material as specified. For payment purposes a distinction shall be made between the different classes of permeable material. Pipes in subsurface drains (Type and size stated) Unit: m Pipes shall be measured in place along their centre lines, including the length of fittings. The tendered rate shall include full compensation for procuring, furnishing, laying, jointing and testing the pipes as specified.
PSLE 3	3.1.d add :	Culvert units and pipes The cutting of pipes on site to form skewed ends or to reduce their length will be allowed. The pipe shall then be cut by grinder to protrude at least 50mm but not more than 100mm beyond the structure and the exposed end treated with Sika Top Seal – 107ZA cementitious slurry or similar approved, all to the satisfaction of the Engineer.
PSLE 4	3.4.1 add :	Bricks for stormwater structures shall be either burnt clay engineering bricks with compressive strength 14 MPa to SABS 227 or concrete bricks with minimal compressive strength 14 MPa to SABS 1215.
PSLE 5	5.2.2 add :	Pipe culvert Stormwater pipes will be laid on a Class C bedding as detailed on drawing LB-1 of SANS 1200 LB.
PSLE 6	5.2.2 add :	All stormwater pipes shall be concrete spigot and socket pipes with rubber rings to the manufacturer's specifications.
PSLE 7	8.2.4 add :	Cutting of ends of pipes shall not be measured separately but deemed included in the rate for supply and laying of pipes.
PSLE 8	8.2.8 add :	Excavation and backfilling for manholes, catch pits, junction boxes, headwalls and the like shall not be measured separately, but shall be deemed to be included in the price tendered for the construction of such manhole, catch pit, junction box, headwall, etc.

PSLE 9		Where connection into existing stormwater pipes, manholes, headwalls or culverts are scheduled, the extra over rate in the schedule of quantities is to allow for the excavation, cutting of the existing pipes or sides of inlet or culvert involved, extra brickwork, concrete, benching, reaming, trimming, making good, dealing with or interrupting water flow and any work necessary to complete the new connection. The rate shall allow for any costs arising from liaising with the officers of the Local Authority and for carrying out the work outside normal working hours if necessary.
PSLE 10		The rate for cast-in-situ access drains shall include for all materials, labour, plant and any additional items required as per the detail drawings.

14. PSM Roads General

<table>
<tr><td>Clause</td><td>525 M Clause No.</td><td>Action required</td></tr>
<tr><td>PSM 1</td><td>6.3 add :</td><td>Frequency of checks
For the purpose of tolerance control the Contractor shall make sufficient checks at least to the applicable frequency set out in Columns 2 or 3 of the table below whichever is the greater :
<table>
<tr><td>1</td><td>2</td><td>3</td></tr>
<tr><td rowspan="2">Operating construction tolerances being checked</td><td colspan="2">FREQUENCY OF CHECKS</td></tr>
<tr><td>AREA OR LENGTH TO WHICH ONE MEASUREMENT IS APPLIED, MAX</td><td>NUMBER OF MEASUREMENTS PER LOT, MIN.</td></tr>
<tr><td>Grade
(Surface levels)</td><td>20 m</td><td>3 points per cross-section</td></tr>
<tr><td>Width of section</td><td>20 m</td><td>-</td></tr>
<tr><td>Thickness of :
(a) Selected layer
(b) Subbase</td><td>
20 m
20 m</td><td>
4
4</td></tr>
<tr><td>Cross-section</td><td>20 m</td><td>-</td></tr>
<tr><td>Smoothness</td><td>40 m</td><td>-</td></tr>
<tr><td>Cut and fill slopes</td><td>20 m</td><td>-</td></tr>
</table></td></tr>
</table>

15. PSMF Base

Clause	525 MF Clause No.	Action required
PSMF 1	3 add:	Graded crushed stone shall be of G4 quality derived from tillite material.
PSMF 2	4.3 and 5.9 add:	There shall be no overhaul applicable i.e. all haul shall be free haul.
PSMF 3	5.4.4.2 add:	The base shall be compacted to a density of at least 100% Mod AASHTO density.

16. PSMH Asphalt Base and Surfacing

Clause	525 MH Clause No.	Action required
PSMH 1	1.1 add :	The surfacing shall consist of a continuously graded medium asphalt layer (Mix "A" asphalt). The thickness will be as specified on the drawings for the different road types.
PSMH 2	3.4.2 add : 6.2.4 add :	The bituminous binder shall be a 60/70 penetration grade bitumen at nominal content of 5,0 % ± 0,3 %. No tar binders shall be used.
PSMH 3	3.5.8 add :	The grading shall conform to Table 2 - Continuously graded – medium grade.
PSMH 4	5.5.1 add : 5.5.7 add : 7 add :	The Contractor shall submit for approval to the Engineer the mix design he proposes to use together with samples of the applicable material at least eight (10) working days prior to commencement of works.
PSMH 5	5.8 add :	The compacted densities shall be at least 96% of the Marshall density.
PSMH 6	6.3.6 add :	The degree of accuracy shall be Degree II.
PSMH 7	8.5.4 add : 5.9 add :	The price of the asphalt shall include for all the required joints. Feathered transverse joints shall be formed by cutting a 75 mm wide by 50 mm key into the existing surface. The new wearing course shall be tapered over a distance of at least one (1) metre to tie in at the key.
PSMH 8	3.1 add:	The prime coat shall be of type MSP-1 or similar applied at a nominal rate of 0,8 litre/m².
PSMH 9 PSMH10	8.5.4 add:	The unit rate shall be the m2 of compacted asphalt at the required thickness and not tons and no payment will be made for wastage. The rate for the asphalt surfacing for the sidewalks is to include for soil poisoning with an approved poison.

17. PSMM Ancillary Roadworks

Clause	525 MM Clause No.	Action required
PSMM 1	3.1.1 add: 5.1.2.1 add:	Guard rails to be: Armco Flex-beam Standard W – sections 2,8 mm thick, galvanised (or similar and approved) erected in accordance with manufacturer's specification.
PSMM 2	3.1.2.1 add:	Timber to be used: Eucalyptus in accordance with SABS 754.
PSMM 3	3.2.2 add:	Grade steel to be used: Gr 43. All steel to be galvanised. Post shall be 62 mm galv. tubing to BS 1387.
PSMM 4	3.2.5 add:	No composite or particle boards shall be used.
PSMM 5	5.2.4.1 add:	Supports shall be installed in holes at least 800 mm deep and backfilled with 1:12 cement: Soil mixture as specified.
PSMM 6	8.3 add:	Payment shall be per unit supplied and erected inclusive of all materials, labour, etc. necessary to complete the sign.
PSMM 7	Add 8.2.8	Traffic bollard ……..Unit: No The rate shall cover the cost of all the materials necessary to complete the bollard including all concrete, and ancillaries, the cost of setting out, excavating and erecting the bollard in the correct position, backfilling and any other items to complete the installation as per the detail drawing.

18. PSMK Kerbing and channelling

Clause	525 MK Clause No.	Action required
PSMK 1	3.2.1 add:	Mountable kerbs shall be Figure 6 to SANS 927:2013.
PSMK 2	5.2 add: and 8.2.1 add:	Precast concrete kerbs shall be laid and bedded on a 15 mm mortar bed on a concrete base with a Class 19/15 concrete haunch for the full length of the kerb. The unit rate for precast kerbing on a concrete base shall cover the cost of supply of materials, labour, jointing etc. complete as per the detail drawing.
	8.2.1 amend 8.2.2 amend	No separate item shall be scheduled for curved kerbing or curved kerbing and channeling. An extra over the straight kerbing item shall be scheduled which shall cover all the additional cost associated with providing the required radii as detailed in 3.2.
PSMK 3	8.1.1 add :	The channel in front of kerb inlets will not be measured separately, but will form part of the inlet and shall be included in the price for the inlet.
PSMK 4	5 add:	Concrete Access Ways The Contractor will be required to construct concrete stormwater controlled access ways as per the detail drawing. An extra over item for precast concrete stairs and adjacent channel will be allowed for in the Bills of quantities
	8.2.8 add :	The unit of measurement shall be per meter of access way measured on the slope. The rate shall include all labour, plant and materials required to construct the access way as per the detail drawing.
PSMK 5	5.6 add :	Concrete Lined Open Drains The construction of the concrete lined open drains shall be complete including all surface preparation, concrete, mesh, shuttering, floating and jointing.
	8.2.8 add :	The unit of measurement shall be as set out in the Bills of Quantities.
PSMK 6	5 add :	Backfilling Eroded Areas : The Contractor will be required to backfill and compact eroded ‘dongas’ as instructed by the Engineer on site. This will include stripping the eroded area, spoiling all debris and backfilling and compacting the area in lifts of 300 mm where necessary. Backfill material will be obtained from other excavations on site within 0,5 km. The unit of measurement shall be per cubic meter of backfill material compacted in place to complete backfilling of the eroded area as described above, including all labour, plant and material costs.

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 - OHSA 1993 Safety Specification
(26 Pages)

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

PA TRIMMING OF THE SITE

PA 1 DESCRIPTION

The work described in this Section consists of clearing and removing, from the site, after completion of construction, all surplus material, rubbish and temporary works, the trimming and finishing-off of the site and the works and the restoration of damaged property all to the satisfaction of the Engineer.

PA 2 ROADS

Roads shall be cleared of all stones, earth, debris, rubbish and litter and all temporary barricades, etc. shall be removed after the necessary approval has been obtained from the Engineer for their opening to traffic. Streets shall be left in a clean and tidy condition.

PA 3 TEMPORARY ROADS AND DETOURS

All construction roads and detours falling within and outside road reserves shall be scarified to a depth of at least 150 mm and be levelled-off with the original ground surface. All surplus material from excavations, loose stones, rubbish, debris and litter shall be removed and all unevenness such as temporary embankments, trenches, holes, etc. shall be trimmed and shaped level with the surrounding ground.

PA 4 PLATFORMS AND SURROUNDING AREAS

Platforms and surrounding areas shall be trimmed and shaped to the required grade and cross-sections by means of self-propelled graders, supplemented by handwork to produce smooth surfaces and slopes and uniform cross-sections. Care shall be taken not to damage the completed surfacing, kerbing, catch pits, junction boxes or other structures when executing this work. Damages of any kind shall be duly corrected at the Contractor's own expense.

Under no circumstances shall graders be allowed to run on finished bituminous surfacing when shaping sidewalks or shoulders. Dragging, pushing or scraping material along or across finished bituminous surfacing will not be permitted.

PA 5 ENTRANCE TO PROPERTIES AND SIDE SLOPES

Access roads and entrances as well as the slopes of fills and excavations shall be trimmed and shaped to produce smooth surfaces and uniform cross-sections. All intersecting slopes shall be neatly rounded.

All surfaced driveways to erven as well as boundary fences, walls and other structures which may have been damaged or interfered with in the course of the construction work, shall be carefully restored to their original condition. Where road levels have been raised or lowered access roads shall be accordingly rebuilt to the same standard as existed before commencement of construction work.

PA 6 PIPELINES

The Contractor shall trim the routes of stormwater, sewer and water pipelines, to a neat and workmanlike condition. All remaining un-used concrete, surplus stone, soil, sand and cement together with all rubbish and waste materials shall be removed from the site. The surfaces of compacted backfilling shall be neatly trimmed and shaped to not more than 100 mm or less than 50 mm above the surrounding ground surface.

PA 7 EARTH FILL AND BACKFILLING

In the event of a subsidence, caving-in or settlement of earth fill or backfilling occurring prior to the elapse of the maintenance period but after the site has been trimmed, the Contractor shall repair at his own expense such defects without delay by partly excavating as directed by the Engineer and backfilling and compaction as originally specified.

PA 8 DISPOSAL

Disposal of all surplus and waste material which has to be removed from the Site in accordance with the provisions contained in this Section shall be undertaken and carried out as specified under Clause PSC of the Specification.

PA 9 MEASUREMENT AND PAYMENT

A lump sum shall be tendered for trimming of the site. Payment shall only be effected after issuing of the practical completion certificate for each phase and under no circumstances will part payments be made while construction work is still in progress.

PB GRASSING AND PLANTING TREES

PB 1 DESCRIPTION

This section covers the topsoiling and preparing areas for grassing on cut and fill slopes as directed by the Engineer, fertilising, grass planting and other work necessary for the improvement of the bank appearance including the planting of trees.

PB 2 MATERIALS

PB 2.1 Fertiliser

The fertiliser to be used shall be one or more of the following types as determined by actual tests of the soil in which the grass is to be planted:

(i) Lime
(ii) Super phosphate
(iii) Limestone Ammonium Nitrate

PB 2.2 Grass cuttings

Grass cuttings shall be kikuyu or cynidon.

PB 2.3 Grass seed

The grass seed shall comply with the requirements of the Government Seed Act, No. 20 of 1961.

PB 2.4 Trees

Trees shall be any of the following types as directed by the Engineer on site:

Bridelia micrantha
Calodendrum capense
Celtis Africana
Deinbollia oblongifolia
Erythrina sp.
Mimusops obovata
Rauvolfia caffra
Trema orientalis

Trees shall be supplied in height increments of 1m as specified in Section 15 of the Bill of Quantities of this Volume of the Tender Document. Tree heights will be the height determined once planted, and the required height in the bill shall be the minimum height of the tree once planted.

PB 3 TOPSOIL

Topsoil shall consist of fertile, friable soil of loamy character and the areas from which it has been removed shall have been covered by natural vegetation normal to the region. Topsoil shall not be taken from swampy areas unless authorised by the Engineer.

Topsoil shall be obtained wherever suitable material exists either from areas where cuts and fills are to be constructed or at borrow pits from areas to be cleared. Suitable topsoil shall be stockpiled when clearing is done for construction of the formation or borrow pits as described. The Engineer shall indicate where topsoil is to be removed. If the Contractor fails to stockpile the topsoil indicated, he shall obtain suitable topsoil from other sources at his own cost.

In the event that not enough suitable topsoil is obtainable from the abovementioned areas, the Contractor shall obtain topsoil from other sources approved by the Engineer.

PB 4 SHAPING OF AREAS

Areas to be grass planted shall be shaped to conform to the contours or cross sections shown or as directed by the Engineer.

Shaping of any areas requiring grass shall be done in such a way that after cultivation and application of any required topsoil the finished surface of the areas will be approximately 25 mm below the top of adjacent kerbing, channelling or pavement.

PB 5 PREPARING AREAS FOR GRASSING

All cuts, fills and landscaped areas which are to be grassed, shall be prepared as follows:

PB 5.1 Areas not requiring topsoil

Where the areas to be grassed consist of organically suitable material, they shall be scarified by hand raking to a minimum depth of 50 mm. All loose stones larger than 30 mm on areas to be mowed by machine and all stones larger than 75 mm on other areas shall be removed from these areas.

PB 5.2 Areas requiring topsoil

Where areas to be grassed consist of organically unsuitable material, the surface shall be roughened sufficiently to ensure a proper bond between topsoil and slope face.

Topsoil shall be placed on the prepared areas and trimmed to a uniform thickness which shall nowhere after grassing and watering be less than 75 mm.

The topsoil shall be scarified by means of hand raking and all stones removed as specified for areas not requiring topsoil in Clause PB 5.1 above.

PB 5.3 Fertilising

The Contractor shall have the top 75 mm of the prepared surfaces tested to determine the amount and type of fertiliser required for establishing proper growth conditions for the grass. The fertiliser shall be evenly applied over all surfaces where grass cuttings are to be planted, and shall then be thoroughly mixed with the soil to a depth of 75 mm manually. Where hydro seeding is to be performed, the fertiliser may be mixed with the cellulose pulp and water used in hydro seeding.

PB 5.4 General

Preparation of areas for grassing shall not be performed until all work requiring road building equipment has been completed. Only equipment required for preparation of the areas, application of fertiliser and spreading of topsoil shall be allowed to operate on the areas to be grassed.

Grassing and hydro seeding shall be undertaken in the months from September to December even though it might fall in the maintenance period. No additional payment will be made for re-establishment or any other costs. The Contractor shall allow for same in the rate tendered.

PB 6 GRASSING

PB 6.1 Hydro seeding

The type and mixture of seeds to be used shall be:

Errogrotis Teff (Tef) ..... 4 kg per ha
Cynodon Dactylon ..... 3 kg per ha
Paspalum Distichum (Buffalo Quick) ..... 6 kg per ha
Chloris Guyana (Rhodes grass) ..... 6 kg per ha
Dactyli Glomerata (Cockfoot) ..... 3 kg per ha
Digitarea Smutsi (Smutsfinger) ..... 6 kg per ha

The Contractor shall be solely responsible for establishing an acceptable grass cover and any approval by the Engineer of another seed or seed mixture proposed for use shall not relieve the Contractor from his responsibility.

Cellulose pulp shall be added to the hydro seeding mix at a rate of 25 kg of pulp per kilolitre of water used.

The following shall be mixed with the seed and sprayed in a slurry form:
4m³ compost per Ha.
4m³ mulch per Ha.
Apply 2:3:2 + Zn Fertiliser at a rate of 525 kg per Ha.
Apply molasses at 400 kg per Ha.

PB 6.2 Planting of grass cuttings

The areas to be planted shall be thoroughly watered for a period of 12 or 24 hours before planting to ensure that soil will be uniformly wet over a depth of at least 100 mm.

An approved variety of kweek grass cuttings shall be evenly planted by hand at a rate of at least 40 grain bags of cuttings per hectare. Only fresh cuttings shall be used.

When the area planted has dried out sufficiently and after the grass has taken, areas which are later to be mowed shall be rolled with a minimum of 2 passes of a steel roller of not less than 850kg mass.

PB 6.3 Maintenance of grass

The Contractor shall be responsible for ensuring that an acceptable grass cover as defined hereinafter is established. The Contractor shall water the areas planted or hydro seeded whenever he considers it necessary and shall control the weeds by means of pulling, cutting or any other methods approved by the Engineer. Any bare patches where the grass has not taken or where the grass may have been damaged or died up to the end of the maintenance period, shall be re-cultivated and planted, seeded or hydro seeded by the Contractor at his own expense.

The Contractor shall further mow the grass on all areas with a cross slope of 1 in 4 or flatter whenever instructed by the Engineer to do so up to the end of the maintenance period at intervals not exceeding 6 weeks.

PB 6.4 Acceptable grass covers

An acceptable grass cover shall mean that no less than 90% of the areas planted or hydro seeded shall be covered with grass, and there shall be no bare patches of more than 0.125m² maximum area.

PB 7 MEASUREMENT AND PAYMENT

PB 7.1 The unit of measurement for scarifying shall be the hectare of surface scarified and cleared of stones as specified in Clause PB 5. Only areas scarified on written instructions of the Engineer shall be measured.

The tendered price for each hectare scarified shall include for carrying out the work as specified including the removal of any over-size stones and levelling off and smoothing out the surface.

PB 7.2 The unit of measurement for provision and application of topsoil shall be the cubic metre of topsoil, measured in situ after the topsoil has been applied. The quantity shall be calculated from the nett area of the surface of the areas topsoiled, and the average thickness of the topsoil measured after the grass has been planted or the area hydro seeded. Any topsoil placed in excess of that ordered will not be measured.

The tendered price for each cubic metre of topsoil shall include for excavating the topsoil, any royalties that may be payable, transport (except overhaul), placing the topsoil and spreading it to the specified thickness and levelling off and smoothing the surface.

Payment shall distinguish between topsoil obtained from designated areas within the work area reserve or from borrow pit areas and topsoil supplied by the Contractor from other sources if sufficient topsoil is not available from the abovementioned areas.

PB 7.3 Stockpiling of topsoil will be measured in cubic metres as defined above in situ on the grassed areas. Stockpiling will only be measured provided the Engineer's prior approval in writing has been obtained to stockpile the topsoil.

The tendered price for each cubic metre of stock piled topsoil shall include for the extra work and expense involved in stockpiling the material rather than taking it directly from the place of excavation to the point of final use.

PB 7.4 The unit of measurement for fertilisers ordered and applied shall be the tonne of each type of fertiliser used.

The tendered price for each tonne or fraction thereof of fertilisers shall include for furnishing, spreading and mixing the fertilisers into the layer of scarified soil or topsoil.

PB 7.5 The unit of measurement for planting of grass shall be the hectare of established grass having an acceptable grass cover.

The tendered price for each hectare of grass established by means of planted cuttings shall include for furnishing the cuttings, planting, weeding, watering, replacing if necessary and any other work that may be required to establish the grass.

The provision of seed shall be measured per kilogram of seed actually sown.

The unit of measurement for hydro seeding shall be the hectare of established grass having an acceptable cover.

The tendered price for each hectare of grass established by hydro seeding shall include for mixing the seed, furnishing cellulose pulp, water, etc., hydro seeding, watering, weeding, re-seeding if necessary and all other work that may be required to establish the grass.

Upon completion of planting or hydro seeding, an interim payment of 50% of the value of the work done shall be made. Thereafter no further payments shall be made until the grass has been established and has an acceptable cover.

PB 7.6 The unit of measurement for the mowing of grass shall be the hectare measured each time the grass has been cut on instruction of the Engineer.

The tendered price shall include for all plant, equipment and labour required for each cutting of the grass and disposal of grass cuttings, i.e. payment will be made every time the grass has been cut on instruction of the Engineer.

PB 7.7 The unit of Measurement for the planting of trees will include all costs associated with the supply and planting of the trees, including the use of fertilisers required to ensure healthy growth of the planted trees.

Once the Contractor has supplied and planted the trees, he will be paid 75% of the rate, and the remaining 25% will be paid after a period of 90 days. The planted trees will be inspected and

approved by the Environmental Consultant after a period of 90 days. Any trees not meeting the approval of the Environmental Consultant must be removed and replaced by the Contractor at his own cost.

Replacement trees will be re-inspected after a further period of 90 days. This process will continue until all of the trees planted by the Contractor have been approved by the Environmental Consultant.

Various types of trees will be measured in the Bill of Quantitiesand will be categorised by height. The height, being the required height of the tree, immediately after planting.

The Contractor will also be required to water and maintain the trees until the trees have been approved by the Environmental Consultant.

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Unit Type A
Unit Type B
Unit Type C

C3.5.2 STANDARD DRAWINGS

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

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

C3.6: ANNEXURES

C3.6.1 Insert as required or "There are no Annexures"

HOUSE DESIGNS:

ANNEXURE A
GENERAL SITE LAYOUT PLAN

ANNEXURE B
UNIT TYPE A
DOUBLE STORY UNITS WITH DETAILED DRAWINGS / SPECIFICATIONS

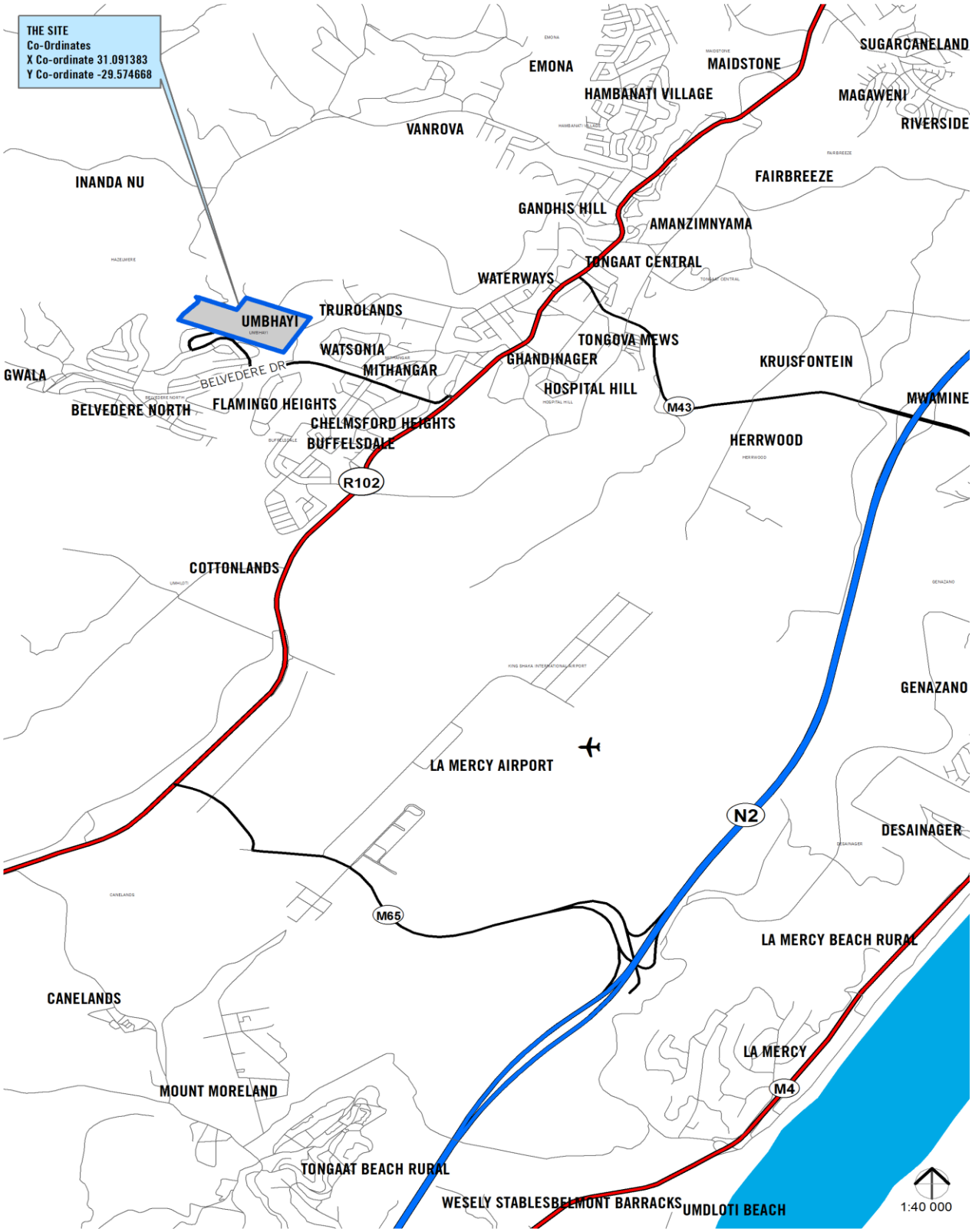
ANNEXURE C
UNIT TYPE B
SINLE STORY UNITS ATTACHED TO DOUBLE STORY UNITS

ANNEXURE D
UNIT TYPE C
DISABLED UNIT ATTACHED TO DOUBLE STORY UNITS

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Figure 1: Locality Map



C4.2 GENERAL SITE LAYOUT PLAN

