DEPARTMENT

TECHNICAL SERVICES

DIRECTORATE

Engineering Services

DIVISION

Development Engineering

PROCUREMENT DOCUMENT : Infrastructure (GCC 2025)

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

Contract No: 36924-4V

Contract Title: PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE NORTHERN REGION: B EXTENSION AND CURNICK NDLOVU: FOOTPATHS AND ASSOCIATED STORMWATER CONTROL (WARD 55)

Estimated CIDB: Grade: **3** Class: **CE**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location:
Date, Time: Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043 [GPS co-ordinates – 29°40'14.38"(S); 31°01'58.48"(E)] on Monday, 20th October 2026 at 9:00am, there will be a site visit thereafter. Response to questions will be posted online on 23rd October 2026 at 16h00.

Queries can be addressed to:
The Employer's Agent's:
Representative: Sidesh Sirputh
031 309 5831
sidesh@mapafrica.co.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: Friday, 30 October 2026 **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: Development Engineering

Date of Issue: 09/10/2026

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

INDEX to PROCUREMENT DOCUMENT

TENDER PART	**Part T1**	**TENDERING PROCEDURES**		**Page**
		T1.1	**Tender Notice and Invitation to Tender**	
		T1.1.1	Tender Notice and Invitation to Tender	**2**
		T1.1.2	Notes to Tenderers	**3**
		T1.1.3	Information Regarding the eThekwini JDE System	**5**
		T1.2	**Tender Data**	
		T1.2.1	Standard Conditions of Tender	**7**
		T1.2.2	Tender Data *(applicable to this tender)*	**16**
		T1.2.3	Additional Conditions of Tender	**28**
	Part T2	**RETURNABLE DOCUMENTS**		**Page**
		T2.1	**List of Returnable Documents**	**30**
		T2.2	**Returnable Schedules, Forms and Certificates**	**31**

CONTRACT PART	**Part C1**	**AGREEMENT AND CONTRACT DATA**		**Page**
		C1.1	**Form of Offer and Acceptance**	
		C1.1.1	Offer	**54**
		C1.1.2	Acceptance	**55**
		C1.1.3	Schedule of Deviations	**56**
		C1.2	**Contract Data**	
		C1.2.1	Standard Conditions of Contract	**57**
		C1.2.2	Contract Data	**57**
		C1.2.3	Additional Conditions of Contract	**63**
	Part C2	**PRICING DATA**		**Page**
		C2.1	**Pricing Assumptions / Instructions**	**65**
		C2.2	**Bill of Quantities** (separate page numbering system)	**67**
	Part C3	**SCOPE OF WORK**		**Page**
		C3.1	**Project Description and Scope of Contract**	**79**
		C3.2	**Project Specifications**	**84**
		C3.3	**Standard Specifications**	**99**
		C3.4	**Particular Specifications**	**115**
		C3.5	**Contract and Standard Drawings**	**116**
		C3.6	**Annexures**	**117**
	Part C4	**SITE INFORMATION**		**Page**
		C4.1	**Locality Plan**	**153**
		C4.2	**Conditions on Site**	**122**
		C4.3	**Test Results**	**155**

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the implementation of Contract 4V - 36924 – Provision of Incremental Services to Informal Settlements within the Northern Region: B Extension and Curnick Ndlovu: Footpaths and Associated Stormwater Control (Ward 55) for a period of 18 weeks.

Subject	Description	Tender Data
Employer	The Employer is the eThekwini Municipality as represented by: **Deputy Director: Development Engineering**	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 3 CE (or higher).	C.2.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043 [GPS co-ordinates – 29°40'14.38"(S); 31°01'58.48"(E)] on Monday, 20th October 2026 at 9:00am, there will be a site visit thereafter.	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: Sidesh Sirputh 031 309 5831 sidesh@mapafrica.co.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 **30/10/2026**, 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 arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing. A copy and proof of payment agreement is being honoured is to be submitted with this tender.

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**".

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:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) 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

iii) 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:

a) 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;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) 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:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) 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:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) 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:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) 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:

a) 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.

b) 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:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report

h) 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: **Development Engineering**

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) **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:	The Employer's Agent's Representative is:
Name: Sujeet Sookdeo	Sidesh Sirputh
Tel: 031 311 6044	031 309 5831
eMail:Sujeet.Sookdeo@durban.gov.za	sidesh@mapafrica.co.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, or
   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.
- T2.2.8: 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.

C.2.1.2 Eligibility: CIDB

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 **CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

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

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 10 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 may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable 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
A minimum of 2 contracts (see Table 2), with works of a similar nature, completed within the past 10 years, each with a value of 50% or more of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

Table 2: Works of a Similar Nature	
Provision of Roads and Ancillary Works	
A. Contracts of a similar nature that will be considered will be one, or a combination of, the following types of contracts:	
○ new road construction ○ road widening/upgrades ○ provision of interim roadway related services to informal settlements	○ intersection improvements ○ gravel to surfaced road upgrades ○ access road upgrades ○ major parking areas
B. Each contract (in A above) must consist of <u>at least two</u> of the following elements:	
○ bulk earthworks ○ roadway layer-works ○ asphalt roadway surfacing ○ kerbing / channelling ○ sidewalk / walkway (footpath) construction ○ stormwater drainage (inlets, manholes, headwalls)	○ retaining structures
C. Contracts that will be <u>excluded</u> are:	
○ road rehabilitation projects ○ the construction of gravel roads	○ road maintenance projects

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

<u>NOTES</u> (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 <u>summary</u> 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 <u>summary</u> breakdown of quantities is to accompany that document.

5. Issued by the Client/ Employer.

6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.
   If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

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.2.5 **Reference documents:**

Tenderers are to obtain their own copies of:

1) The **Conditions of Contract** identified in Section C1.2.1.1.
   Tenderers/ Contractors are required to obtain their own copies.

2) The **Specifications** identified in Section C3.3.1.
   Tenderers/ Contractors are required to obtain their own copies.

3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
   - The Employer's Supply Chain Management Policy (as at advertising date).
   - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
   - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
   - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
   - The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
   - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
   - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
   - Any other eThekwini Policy documents referenced in the Tender Documents.

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
Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043 [GPS co-ordinates – 29°40'14.38"(S); 31°01'58.48"(E)] on Monday, 20th October 2026 at 9:00am, there will be a site visit thereafter.

Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/10/23.

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. : 4V-36924
- Contract Title : PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE NORTHERN REGION: B EXTENSION AND CURNICK NDLOVU: FOOTPATHS AND ASSOCIATED STORMWATER CONTROL (WARD 55)

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.

C.2.15 Closing date and time:

The closing time is:

- **Date: Friday, 30 October 2026**
- **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.

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

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

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

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: **80%**

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

Ownership Categories	Criteria	80/20
Race: Black	Equals 0%	0
	Between 0% and 51%	4.8
	Greater or equal to 51% and less than 100%	9.6
	Equals 100%	12
Gender: Female	Equals 0%	0
	Between 0% and 51%	1.6
	Greater or equal to 51% and less than 100%	2.8
	Equals 100%	4
	Maximum Ownership Goal Points:	16

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status)
- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

- **RDP Goal: The promotion of South African owned enterprises**
  Goal Weighting: **20%**

  The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the 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	1.6
Kwa Zulu Natal	2.8
eThekwini Municipality	4
Maximum Goal Points:	4

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

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6,131.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which 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: **36924-4V**

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.

T1.2.3.4 Functionality Specification

Functionality Evaluation is not applicable to this tender.

T1.2.3.5 LIMITATION OF AWARD TO ONE CONTRACT

The Employer has invited Four (4) separate tenders (Contract for substantially similar services/works, differentiated primarily by the geographical region in which the services/works are to be performed being: 36936-4V, 36930-4V, 36909-4V and 36924-4V).

Tenderers are permitted to submit tenders for more than one, or all, of the four (4) contracts. However, in order to promote broader participation, diversify delivery risk and ensure adequate allocation of resources across the respective regions, a tenderer shall be eligible for award of a maximum of one (1) contract only across the four (4) tenders.

Where a tenderer is the highest-ranked responsive tenderer in more than one region, the Employer shall award that tenderer only one (1) contract. The remaining contract(s) shall be considered for award to the next highest-ranked responsive tenderer(s), subject to the applicable evaluation and award criteria.

For purposes of determining which contract shall be awarded where a tenderer ranks highest in more than one region, the Employer shall apply the following allocation methodology:

1. The tenderer shall be allocated the contract in the region in which its award provides the most advantageous outcome to the Employer, determined in accordance with the stated tender evaluation and award methodology.
2. Once a tenderer has been allocated a contract, that tenderer shall be excluded from consideration for award of the remaining four (4) contracts.
3. The evaluation and allocation process shall thereafter continue sequentially until all contracts intended for award have been allocated, subject to the availability of responsive tenderers and the Employer's right not to make an award.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	31
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	31
T2.2.3	MBD 4: Declaration of Interest	33
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (NOT applicable)	34
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
T2.2.7	MBD 6.2: Declaration for Local Production and Content (NOT applicable)	39
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	43
T2.2.12	CSD Registration Report	46
T2.2.13	CIDB Registration and Status	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

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

C1.1.1	Form of Offer	54
C1.2.2.2	Data to be Provided by Contractor	65
C2.2	Bill of Quantities	70

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 **36924-4V** 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:

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

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

		Circle Applicable	
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: ---------- ----------

NOT APPLICABLE

T2.2.5 CONTRACTS 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.**

1.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.

1.2 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.

1.3 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)	12	
Ownership Goal: Gender (female)	4	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (maximum 20)	**20**	

5.0 REMEDIES 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 **4V-36924**
PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE NORTHERN REGION: B EXTENSION AND CURNICK NDLOVU: FOOTPATHS AND ASSOCIATED STORMWATER CONTROL (WARD 55)
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)

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

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).**

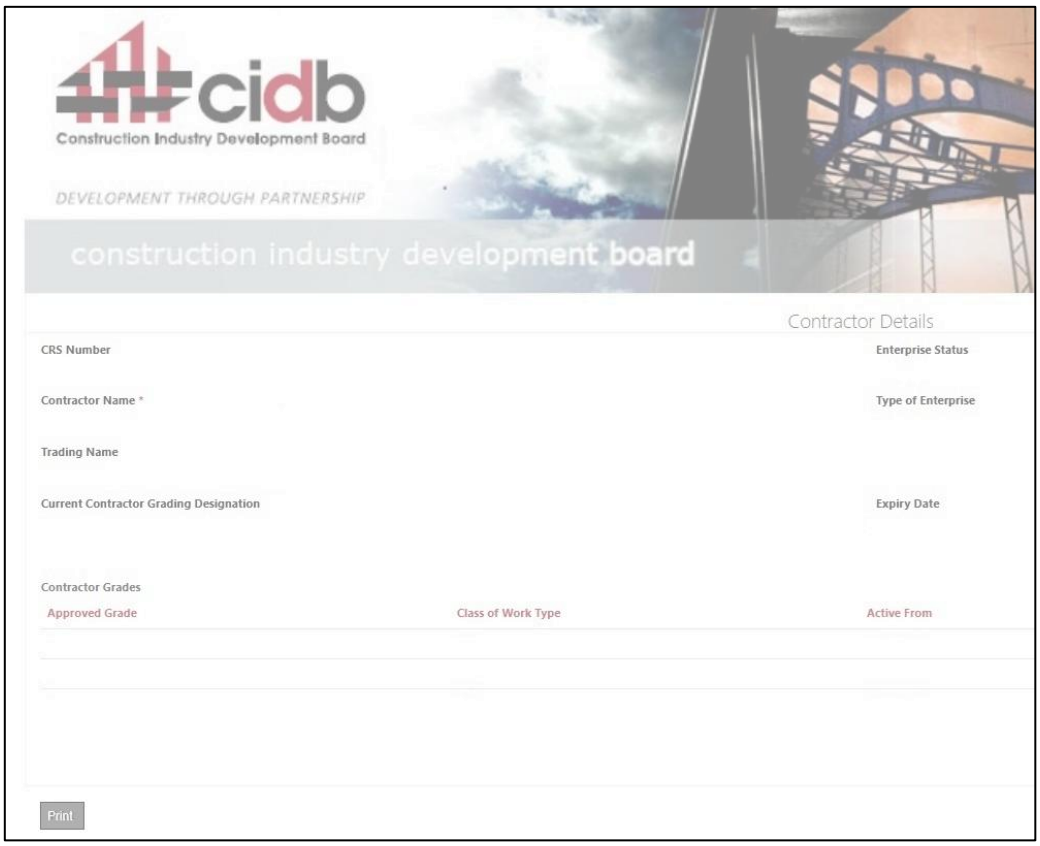
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in 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: **36924-4V** 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 10 years each with a value of 50% or more of the tender value submitted for this tender, 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 **Sub-Contractors or Main Contractors**.

It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated in 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** (if experience was gained as a sub-contractor) is required to be provided.
  The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer's reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

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

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

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

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

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

		If submitted, mark with an "X"
SUBMISSION #1	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award **OR** Form of Offer & Acceptance	
	Most recent Payment Certificate (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)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award **OR** Form of Offer & Acceptance	
	Most recent Payment Certificate (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. This form may be copied and used for each submission of experience, as may be required.**
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	

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

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 51.

Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.

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

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

SIGNATURE: _____ _____

EXPERIENCE SUBMISSION #2

Reference is to be made to the **Tender Data: C.2.1.3. This form may be copied and used for each submission of experience, as may be required.**
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	

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

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 51.

Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.

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

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

SIGNATURE: _____ _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **4V-36924**

Contract Title: **PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE NORTHERN REGION: B EXTENSION AND CURNICK NDLOVU: FOOTPATHS AND ASSOCIATED STORMWATER CONTROL (WARD 55)**

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

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

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

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

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

For the Tenderer:

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

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

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

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

Address : .....

: .....

Telephone : .....

Witness:

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

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

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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 (2025 4th Edition) (GCC 2025) 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 2025 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 2025 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 **18 Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekwini Municipality as represented by:
Deputy Director: **Development Engineering**

1.2.1.2 The address of the Employer is:
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001
Postal: Engineering Unit, P.O. Box 680, DURBAN, 4000
Telephone: 031 311 7282
Fax: 031 311 7775
E-Mail: Lorato.kegakilwe-piki@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is
1.2.1.2 The address of the Employer' Agent is:
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001
Postal: Engineering Unit, P.O. Box 680, DURBAN, 4000
Telephone: 031 311 6044
E-Mail: sujeet.sookdeo@durban.gov.za

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

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

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **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 (CPG) Implementation Plan
- 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."

5.8.1 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 3 500.00** (per Day).

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

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

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

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

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

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

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

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

6.8.2 **Contract Price Adjustment Factor**: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2025 - page 47) 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: **Not Required**

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

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

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

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

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

8.6.1.4 **Ground Support Insurance**:
- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 1 000 000.00**.
- Maximum first excess: **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 500 000.00**.
- 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. "

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

……

……

……

……

1.2.1.2 The Physical address of the Contractor is:

……

……

……

……

The Postal address of the Contractor is:

……

……

……

……

The contact numbers of the Contractor are:

Telephone: ……

Fax: ……

The E-Mail address of the Contractor is:

……

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities. Proof of payment for the CLO to be provided as supporting documentation for payment claims from the Contractor.

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 55.** The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 SUB-CONTRACTING GOAL

It is a condition of contract that the contractor must allow for a minimum of **15%** 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 2025, 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 2025), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the "Excepted Risks" as defined under Clause 8.3.

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

GCC2025 and the STANDARD ENGINEERING SPECIFICATIONS

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.

The Contractor's attention is drawing to the following:

1. Tendered rates submitted will be subject to scrutiny during the tender evaluation stage. Rates will be compared to fair market related rates and the Tenderer may be contacted to provide clarity.
2. A Tenderer may not be considered if the said Tenderer cannot justify abnormally high or low tendered rates as this poses a risk to eThekwini Municipality.

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 11 pages. The pages are numbered 71 to 80.

INDEX TO BILL OF QUANTITIES

SECTION 1 PRELIMINARY AND GENERAL

PART AA PRELIMINARIES
PART AB GENERAL SPECIFICATIONS
PART AH OCCUPATIONAL HEALTH and SAFETY

SECTION 2 FOOTPATHS

PART B SITE CLEARANCE
PART C CONCRETE WORK
PART DA EARTHWORKS : BULK
PART DB EARTHWORKS FOR PIPE TRENCHES
PART DD EARTHWORKS FOR STRUCTURES
PART EF KERBS AND HAUNCHES
PART EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS
PART F PROTECTION WORKS
PART PG NON PRESSURE PIPELINES and PC CULVERTS

BILL OF QUANTITIES

SECTION 1 PRELIMINARY AND GENERAL

PART AA PRELIMINARIES

Item	Clause	Description	Unit	Quantity	Rate	Amount
		FIXED CHARGE ITEMS				
1	PS.AA.1	Contractual Requirements	sum	1		
2	PS.AA.2	Provision for Facilities, General Responsibilities and other Fixed Charge Obligations	sum	1		
		TIME RELATED ITEMS				
3	PS.AA.3	Contractual Requirements	sum	1		
4	C1.2.3.1	Community Liaison Office (C.L.O). Provision for the employment and payment of the C.L.O's remuneration for the duration of the contract.	PC Sum	90000	1.00	90,000.00
5		Contractor's mark up on Item 4 above to cover overheads, charges and profit.	%	90000		
TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL					**R**	

PART AB GENERAL SPECIFICATIONS

Item	Clause	Description	Unit	Quantity	Rate	Amount
		FIXED CHARGE ITEMS				
1	PS.AB.2	Offices for Engineer and Staff	sum	1		
2	AB.4 PS.12	Contractor's Camp Site / Store Yard	sum	1		
3	AB.5 PS.AB.5	Notice Board	sum	1		
4	PS.AB.7	Road Deviations	sum	1		
5	AB.7	Initial supply of all signs, barricades and delineators	sum	1		
6	PS.12.1	Survey for, and Preparation of, 'As-Built' Drawings	sum	1		
7	PS.12.3	Additional Site Survey	PC Sum	10000	1.00	10,000.00
8	PS.12.3	Percentage adjusted on Item 7 for overheads and profits	%	10000		
9		Allow the following additional items which the tenderer requires to be priced separately :-	sum	1		
		a)				
10		b)	sum	1		
11		c)	sum	1		

Part Continued **PART AB GENERAL SPECIFICATIONS**

Item	Clause	Description	Unit	Quantity	Rate	Amount
		TIME RELATED ITEMS				
12	PS.AB.2	Offices for Engineer and Staff	sum	1		
13	AB.4	Contractor's Camp Site / Store Yard	sum	1		
14	GCC 2025 4.12	Contractors Superintendence	sum	1		
15	AB.6	Cost of Samples and Contractor's Preliminary and Site Control Testing	sum	1		
16	AB.7	Maintenance of Pedestrian and Traffic Facilities	sum	1		
17	AB.7	Maintenance of all signs, barricades and delineators	sum	1		
18	PS.12.2	Setting out of works	sum	1		
19	PS.9.3	All work to comply with Environmental Management Plan including all reports, meetings, approvals (etc)	sum	1		
20	AB.6	Allowance for Acceptance Control Testing	PC Sum	10000	1.00	10,000.00
21	AB.6	Percentage adjusted on Item 20 for overheads and profit	%	10000		
22		Allow the following additional items which the tenderer requires to be priced separately :- a)	sum	1		
23		b)	sum	1		
24		c)	sum	1		
25	PS.11	Site Security	sum	1		
26	PS.14.3	Deduction of for Re-tests requested when density of a layer is not to specification as determined by acceptance testing (-R1000/set)	set	0		

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL **R**

PART AH OCCUPATIONAL HEALTH and SAFETY

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	AH.14.1 PS.10	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	sum	1		
2	AH.14.2 PS.10	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	sum	1		

Part Continued **PART** **AH** **OCCUPATIONAL HEALTH and SAFETY**

Item	Clause	Description	Unit	Quantity	Rate	Amount
3	AH.14.3 PS.10	Submission of the Health and Safety File	sum	1		

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL **R**

Part Continued **PART DA EARTHWORKS : BULK**

Item	Clause	Description	Unit	Quantity	Rate	Amount
4	DA.8.3 DB.3.1.2	Extra over Item 2 above for excavation of rock material to spoil for footpaths	m3	10		
5	DA.8.3	Rip and re-compact insitu material to 90% MOD AASHTO	m3	225		
6	DA.8.4	Import suitable G9 Quality fill material from commercial source inclusive of haulage, royalties for footpaths	m3	200		
7	DA.8.4	Import suitable G7 Quality fill material from commercial source inclusive of haulage, royalties for footpaths	m3	180		
8	DA.8.5	Compact soft fill material from site to 90% Mod. A.A.S.H.T.O.	m3	225		
9	DA.8.5	Compact imported G9 Quality fill material to 90% Mod. A.A.S.H.T.O.	m3	200		
10	DA.8.5	Compact imported G7 Quality fill material to 93% Mod. A.A.S.H.T.O.	m3	180		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART DB EARTHWORKS FOR PIPE TRENCHES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DB.8.5	Excavate and backfill in all material for up to 160mm diameter pipes where depth is:- - Over 0,0 m and not exceeding 1,5 m	m3	100		
2	DB.8.13	Provision of clean coarse sand for backfilling pipe trenches from commercial or off-site source	m3	30		
3	DB.8.13	Provision of 19 mm stone chippings for subsoil drain from commercial or off-site source	m3	25		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART DD EARTHWORKS FOR STRUCTURES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DD.8.2	Excavate in all material for dry stack retaining walls to stockpile	m3	90		
2	DD.8.2	Excavate in all material for dry stack retaining walls to spoil	m3	200		
3	DD.8.2	Extra over Item 2 above for excavation of hard material to spoil	m3	40		
4	DD.8.2	Extra over Item 2 above for excavation of rock material to spoil	m3	25		

Part Continued **PART DD EARTHWORKS FOR STRUCTURES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
5	DD.8.3	Backfill and compact using material from stockpile to 90% Mod. A.A.S.H.T.O	m3	90		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART EF KERBS AND HAUNCHES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	EF.8.1	Type D barrier kerb as per drawing no. 38577	m	500		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS.EG 8.2.1	Supply and lay precast concrete steps as per drawing no. 557-BEXT-903	no.	370		
2	PS.EG 8.2.2	Supply and fit handrails as per drawing issued. Inclusive of closed ends and ranked sections	m	125		
3	EG.8.3	Expansion joints - Expansion joints with polysulphide sealant	m	120		
4	EG.8.2	Precast Concrete bollards as per drawing no. 557-BEXT-903	no.	12		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART F PROTECTION WORKS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	F.8.1	Imported topsoil : thickness 100 mm	m2	750		
2	F.8.3	Grass planting on banks and verges. Rate to include for supply and lay of Cynodon 'Dactylon' grass, fertilizers, pesticides etc.	m2	750		
3	PS.F.8.9	Supply and construct dry stack retaining wall as per drawing no. 557-BEXT-904 Block Spec: ±47kg/block	m2	290		
4	PS.F.8.10	Soilcrete backfill to walls to achieve a min. UCS of 2Mpa. Rate to include for importing G7 material from commercial source and stabilising agent	m3	250		
5	PS.F.8.11	50mm diameter upvc weepholes with pipes filled with no fines concrete as per drawing no. 557-BEXT-904	no.	125		
6	PS.F.8.13	Geotextile blanket as surround to subsoil drainage. (1.6mm thickness, Penetration load = 1.7KN, Porosity = 93%)	m2	252		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS **R**

PART PG NON PRESSURE PIPELINES and PC CULVERTS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PG.8.11	Geotextile blanket as surround to subsoil drainage. (1.6mm thickness, Penetration load = 1.7KN, Porosity = 93%)	m2	250		
2	PG.8.12	100 mm diameter HDPE sub-soil pipes	m	100		
TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS						**R**

SECTION 1 PRELIMINARY AND GENERAL

PART AA	PRELIMINARIES	
PART AB	GENERAL SPECIFICATIONS	
PART AH	OCCUPATIONAL HEALTH and SAFETY	
TOTAL CARRIED TO FINAL SUMMARY		

SECTION 2 FOOTPATHS

PART B	SITE CLEARANCE	
PART C	CONCRETE WORK	
PART DA	EARTHWORKS : BULK	
PART DB	EARTHWORKS FOR PIPE TRENCHES	
PART DD	EARTHWORKS FOR STRUCTURES	
PART EF	KERBS AND HAUNCHES	
PART EG	SIDEWALKS, FOOTPATHS and MEDIAN AREAS	
PART F	PROTECTION WORKS	
PART PG	NON PRESSURE PIPELINES and PC CULVERTS	
TOTAL CARRIED TO FINAL SUMMARY		

SUMMARY OF BILL OF QUANTITIES

1	PRELIMINARY AND GENERAL			R _____
	AA	PRELIMINARIES	R _____	
	AB	GENERAL SPECIFICATIONS	R _____	
	AH	OCCUPATIONAL HEALTH and SAFETY	R _____	
2	FOOTPATHS			R _____
	B	SITE CLEARANCE	R _____	
	C	CONCRETE WORK	R _____	
	DA	EARTHWORKS : BULK	R _____	
	DB	EARTHWORKS FOR PIPE TRENCHES	R _____	
	DD	EARTHWORKS FOR STRUCTURES	R _____	
	EF	KERBS AND HAUNCHES	R _____	
	EG	SIDEWALKS, FOOTPATHS and MEDIAN AREAS	R _____	
	F	PROTECTION WORKS	R _____	
	PG	NON PRESSURE PIPELINES and PC CULVERTS	R _____	

SUB TOTAL	R _____
ADD VAT (15%) - (only if a registered VAT Vendor)	R _____
TOTAL CARRIED TO FORM OF TENDER	R _____

PART C3: SCOPE OF WORK

PAGE

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT 79

C3.2 PROJECT SPECIFICATIONS 84

PS.1 Programme, Method of Work, and Accommodation of Traffic
PS.2 Services
PS.3 Watermains
PS.4 Sewers
PS.5 Stormwater
PS.6 Electrical Plant
PS.7 Telkom S.A. Limited / Neotel Plant
PS.8 CCTV Plant
PS.9 Management of the Environment
PS.10 Occupational Health and Safety
PS.11 Site Security
PS.12 Survey
PS.13 Site Facilities Available
PS.14 Testing
PS.15 Notice Board
PS.16 Haulage of Material
PS.17 Performance Monitoring of Service Provider

C3.3 STANDARD SPECIFICATIONS 99

C3.3.1 Listing of the Standard Specifications
C3.3.2 Amendments to the Standard Specifications

C3.4 PARTICULAR SPECIFICATIONS 115

C3.4.1 Part AH - OHSA 1993 Safety Specification (2014)
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works

C3.5 CONTRACT AND STANDARD DRAWINGS 116

C3.5.1 Contract Drawings / Details
C3.5.2 Standard Drawings

C3.6 ANNEXURES 117

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

a) Employer's Objective

Incremental Services are aimed at addressing service delivery backlogs to Informal Settlements which are not part of the Housing Department's short term (10-15 year) delivery programme. The programme, apart from conventional housing programmes, ensures that communities can immediately be given basic services while awaiting the roll out of formal housing projects.

The expected outcome of the multiyear programme is that the budget provided in respect of each financial year will be efficiently and effectively spent on providing Roads, Footpaths and associated stormwater control infrastructure in a manner that contributes to the eThekwini's social and economic development agenda.

The Employer's further objectives are to deliver public infrastructure using labour-intensive methods.

The Employer expects the works to be undertaken safely, efficiently and effectively with due attention paid to environmental and social concerns, finally delivering a fit for purpose Roads and Footpaths solution to identified communities not yet satisfactorily provided with such services.

b) Description of the Services

It is envisaged that the scope of works will include the provision of Incremental Services in one (1) informal settlement within the eThekwini Municipality's (Northern Region). This will include the upgrade of footpaths to hardened surfaces. The upgrade of footpaths would be supplemented with the installation of stormwater control measures.

The following should be taken into account and priced into the tendered rates in the Bill of Quantities as no future claim for additional costs and/or loss of profit in this regard will be considered:

1. The construction will take place on occupied residential sites; restricted earthworks operations and all associated safety aspects must be considered. The Contractor shall also allow for restricted access for the use of heavy construction machinery.
2. The Contractor shall be responsible for the maintenance and reinstatements of damages caused by him or his agent/deliveries to the properties, vehicular access roads and right of way.
3. The Council and property owners shall be indemnified against any damages or Claims arising from house damages, the use of any roads and right of way by the Contractor or his agents/deliveries.
4. The Contractor shall take cognisance of the aforementioned items concerning houses and allow for costs in his tender under the relevant section in the schedule of quantities.

It is a requirement of the contract that a minimum of 15% of the value of the work (excluding contingencies and provisional items) shall be sub-contracted to CPG substantially owned small sub-contractors that are registered on the SCM's CPG database.

c) Extent of Services

The broad extent of the works for this contract will include, but is not limited to, the following:

Type of Works	Description of Works
1. Site Clearance	General clearance including the removal of vegetation, concrete slabs, kerbs etc.
2. Drainage	0.6m – 1.0m wide concrete v-drains, including fig. 6 barrier kerb
3. Footpaths	1m-1.5m concrete footpaths, including staircases and handrails.
4. Protection Works	Construction of 1m to 2.0m high dry-stack retaining walls and topsoiling and grassing of banks and verges

d) Co-Operation with other Service Providers

All interaction with various departments such as Water and Sanitation, Electricity, Telkom and Neotel are to run parallel to construction works should any of the above services be affected.

e) Approvals

The contractor is to obtain approval in writing from the Engineer prior to commencing any works that deviate from drawings and/or specifications.

f) Reference Data

The Contractor is to familiarize themselves with the Occupational Health and Safety (OHS) and environmental regulations as well as the EMPr's for each settlement.

g) Access to land/buildings/sites

The Contractor's attention is drawn to the fact that newly constructed structures may be encountered upon establishment on site. Should there be any obstructions encountered, the Contractor shall notify the Engineer prior to commencing any further works.

h) Planning and Programming

• Preliminary Programme

With reference to PS.1.1 and returnable form 'Preliminary Programme', the Tenderer is required to submit a basic preliminary programme in a Gantt Chart format. This programme shall take cognizance of the scope of works and shall be based on the specified time for achieving practical completion as outlined in Clause 1.1.1.14 of the Contractual Data. Alternate completion times will only be considered if the Tenderer duly indicates the details thereof on returnable form 'Amendments, Qualifications and Alternatives'

• Construction Programme

The successful Tenderer shall submit a construction programme, for approval, in terms of the

requirements outlined in Clause 5.6 of GCC 2025 within the timeframe specified in Clause 5.3.2 of the Contract Data. Regarding the contents of the programme, specific reference shall be made to Clause 5.6.2 of GCC 2025, and the Contractor shall be responsible for indicating sufficient detail which reflects the sequence and extent of works, specific inspections, all milestones, the critical path, and other pertinent requirements of the scope of work. The construction programme shall be subject to review on a monthly basis or at the discretion of the Employer's Agent and Employer's Agent's representative.

i) Software Application for Programming

For ease of submission and uniformity, it is a requirement that the construction programme shall be prepared in a Gantt Chart format by the successful Tenderer using the Microsoft Project package.

j) Quality Management

The successful tenderer shall implement specific quality control measures to ensure that the works are constructed as per the standard specifications, project specifications and construction drawings. The Quality Management Plan shall be attached to returnable form "Construction Approach, Methodology and Quality Control" and reference shall be made to site control testing, construction supervision, structured monitoring mechanisms such as checklists and other measures/processes that the tenderer deems to be significant. The Engineer will continually assess the quality of works on site and instructions will be provided for non-compliance accordingly.

k) Format of Communications

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is to be communicated in a form which can be read, copied and recorded. Writing is to be in the language of this contract, i.e. English.
The contractor is to only receive instructions from the Engineer or the Engineer's representative. Should the contractor undertake any works from an instruction given to him by a third party, he will be solely responsible for any impacts thereof, including costs.

l) Management Meetings

There will be a minimum of one (1) progress meeting per month. The contractor is to ensure that the Contracts Manager and Site Agent are present during this meeting. The CLO will be required to attend all progress meetings. This is over and above all meetings that the Contractor may deem necessary for the execution of the works.

m) Daily Records

It is a requirement that a site diary with all relevant details be maintained on site. This diary must be signed off and agreed to by both the Engineer and Contractor, on a daily basis. These site diaries must accompany the Contractor's monthly payment certificates and payment shall not be processed should this not be complied to.

A suitable format of the site diary will be made available to the successful tenderer, by the Client.

n) Payment Certificates

Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:`

- Tax Invoice – Tax invoice number, Contract number, Project Description, correctly dated, to include both the Client's and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering.
- Fully completed FTE's (Client to provide format)
- Summary of supporting agreed measurements for period of claim – to be signed off by both the Contractor and Engineer.
- Updated cashflow reflecting Anticipated and Current expenditure together with mitigation measures if required.
- Updated number of serviced sites reflecting Anticipated and Current fully serviced sites together with mitigating measures.

o) Use of documents by the employer

The Contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the Contractor. The Site Instruction Book is to be a triplicate book, numbered in numerical order as well as all the Contractor's details on each page and adequate space for signatures.

p) Property provided for the Contractor's use

Where possible, the Employer and/or Engineer will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor in order to locate a suitable site that is available for occupation. Strict adherence to PS.14 "Site Facilities Available" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.

q) Proof of compliance with the law

Audits will be conducted to verify if the Contractor and his staff are compliant with the OHS and Environmental regulations.

C3.1.2 Description of Site and Access

The site is based in eThekwini Municipality's Northern Region within the Inanda B Extension and Curnick Ndlovu area of Ward 55. The scope constitutes site clearance, earthworks, footpath layerworks, retaining structures and associated stormwater infrastructure.

It is envisaged that the scope of works is not limited to the above settlements and may change during the course of the contract.

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GPS Co-ordinates

Settlement	Latitude	Longitude
B Extension	29°42'40"S	30°57'39"E

It must be noted that the Employer's Agent will set up a meeting with the Councillor, community and Contractor as an introduction so that the Contractor will have safe access to the site.

C3.1.3 Nature of Ground and Subsoil Conditions

- The existing terrain in B Extension and Curnick Ndlovu ranges from moderate to steep.
- The Dwellings are densely settled in an informal manner.
- The works will follow the boundaries of the existing houses and structures.
- Due to existing structures and dwellings, there will be constraints to use large machinery and plant.
- The material on site varies in quality, therefore the Contractor must verify the quality of the material prior to the commencement of works.
- The construction site is characterised by unfavourable geotechnical conditions. This includes the presence of excessive rock and highly erodible soil. The Tenderer shall take cognisance of the above conditions and allow for costs in his tender under relevant sections in the schedule of quantities, as no future claim for additional costs and/or loss of profit in this regard will be considered.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

(1) Time required for service relocations.
(2) Time allowances to be made for the ordering of special items.

(3) Notification required by service organisations.
(4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
(5) If delays are anticipated with service relocations the contractor should be asked to allow time.
(6) Is work required out of normal hours? (eg. to accesses).
(7) Vehicular access to private property is to be maintained.
(8) Traffic restrictions.
(9) Pedestrian traffic.
(10) Encroachment of water and sewer services into road reserve.
(11) Limited working space makes construction and delivery of goods to site an issue.
(12) Disruption by community as well as Business Forums.
(13) Non-working days must be considered and any work outside normal working days is to be indicated.

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.

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 as part of this 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

Sewers are not to be installed as part of this contract, however depending on the road or footpath profile, existing manholes may have to be lowered. The Contractor shall take due care when working in the vicinity of any existing sewers.

The Tenderer's attention is drawn to the possibility of existing sewer reticulation systems which traverse the site of works respectively and special care is to be taken in close proximity to these systems and connections. The existing system shall be proved on site by the Contractor prior to

any construction work commencing, upon instruction from the Employer's Agent, in the vicinity of the sewer reticulation system.

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

Stormwater infrastructure shall be constructed as part of this contract as outlined by the scope of work and reflected on the construction drawings.

The Contractor shall be liable to ensure that existing stormwater runoff is managed on site using appropriate methods such as, but not limited to, the use of sandbags to divert and control existing runoff.

The Tenderer's attention is drawn to the possibility of existing stormwater reticulation systems which traverse the site of works respectively and special care is to be taken in close proximity to these systems and connections. The existing system shall be proved on site by the Contractor prior to any construction work commencing, upon instruction from the Employer's Agent, in the vicinity of the stormwater reticulation system.

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT

The Tenderer's attention is drawn to the possibility of existing electrical services which traverse the site of works respectively and special care is to be taken in close proximity to these systems and connections. The existing system shall be proved on site by the Contractor prior to any construction work commencing, upon instruction from the Employer's Agent, in the vicinity of the electrical mains, cables, etc.

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

PS.6.4 Relocation of Existing Services

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

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

The Tenderer's attention is drawn to the possibility of existing telecommunication services which traverse the site of works respectively and special care is to be taken in close proximity to these systems and connections. The existing system shall be proved on site by the Contractor prior to any construction work commencing, upon instruction from the Employer's Agent, in the vicinity of the telecommunication services

PS.8 CCTV PLANT

The Tenderer's attention is drawn to the possibility of existing cctv services which traverse the site of works respectively and special care is to be taken in close proximity to these systems and connections. The existing system shall be proved on site by the Contractor prior to any construction work commencing, upon instruction from the Employer's Agent, in the vicinity of the cctv services.

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:

1. The area is also bounded by residential properties.
2. The works will require limited machinery and plant of varying sizes.
3. The manual moving of heavy precast products will be required.
4. The raw asphalt used will be delivered to site at a high temperature, which after processing remains hot for some time.
5. The gradient of the site is fairly steep. Plant and machinery need to be well controlled. Run-off from the site will have to be well managed.

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 SURVEY

PS.12.1 Survey for, and Preparation of, 'As Built' Drawings

The Contractor shall submit the following 'As Built' data to the Design Consultant to complete the required 'As Built' Drawings before a Certificate of Completion will be issued:

Footpaths:
- 10m wide strip survey along Footpath, capturing at 5m intervals and at all changes in direction.
- The kerb line, front and back at 5m intervals.
- The v-drain, front, middle and back at 5m intervals.
- All precast steps.

Stormwater:
- Y & X Co-ordinates, invert and cover levels of all stormwater controls that have been modified or constructed as new, during the contract, including but not limited to open lined concrete drains (front middle and back and length), stormwater catchpits, inlets, manholes (all corners to be picked up / surveyed), headwalls (brickwork and apron slab), gabion reno mattress (dimensioned ie. length and width), kerbs and channels, precast pipe (lengths) culverts, pipe diameters and other structures.

Retaining Structures:
- Retaining walls, top of wall, bottom of wall, front of wall and back of wall, height and length of wall.

Handrails:
- All precast posts.
- All steel handrails inclusive of slope length.

Other Services:
- Co-ordinates of all other services, e.g. cable duct markers, valve covers, Telkom manholes, etc. that have been either modified or constructed as new, during the contract.

General:
- Notwithstanding the above, the Contractor is to supply to the Design Consultant all other information necessary, to clearly indicate changes/modifications to all construction drawings during the contract period that will be required by the Design Consultant so that they can produce the 'For Record' drawings.
- Each surveyed point shall be suitably coded and identifiable by the Design Consultant and

shall be supplied on a CD/DVD, in an ASCII file with the following format:

- Code[SPACE]X Co-ordinate[SPACE]Y Co-ordinate[SPACE]Level[SPACE]Description

- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person.

In addition to be above, all 'as-built' information must be provided on a drawing in AutoCAD (DWG) format together with a hard (paper) copy format showing the modifications undertaken during the contract period.

Suitable checks on the accuracy of the information provided may be carried out by the Design Consultant and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an Engineering Surveyor to re-survey all the works listed above, at the Contractor's expense. The Employer shall request a minimum of three quotations from three independent Engineering Surveyors of his choice, and the lowest quotation will be appointed, and the cost thereof will be deducted from monies owing to the Contractor.

The 'as built' Data shall be the responsibility of the Contractor and shall be paid for under the item 'Survey for, and preparation of, "as built" drawings' in the Contractors Preliminary and General Costs.

The unit of measurement shall be the (sum) and the rate shall include for all components outlined in this specification.

The Contractor must also forward to the Employer's Agent, a materials 'as built' spreadsheet in a format that is acceptable by the Client.

The completion certificate shall not be issued unless the above information, in totality, has been forwarded to the Employer's Agent.

PS.12.2 Setting Out of Works

The setting out of the works shall be the responsibility of the Contractor and shall be paid for under the item 'setting out' in the Contractor's Preliminary and General Costs.

The unit of measurement shall be (sum) and the rate shall include for the following:

The Contractor shall do the setting out to and beyond the obstructions. Such obstructions shall be reported to the Employer's Agent as soon as possible. No additional payment shall be made for listing and reporting these obstructions and the re-establishment to set out areas that were affected by the obstructions.

PS.12.3 Additional Site Survey

The Employer's Agent may instruct the Contractor to conduct a survey during the course of the contract in order to facilitate re-design due to immovable obstructions, or to facilitate the design of new settlements. The Contractor will be required to submit all survey files in an ASCII format and drawings in a DWG/DXF format.

The unit of measurement shall be (sum) and the rate shall include for the survey as directed by

the Employer's Agent and the submission of all hardcopy and electronic files required by the Employer's Agent.

PS.13 SITE FACILITIES AVAILABLE

PS.13.1 Contractor's Camp Site and Depot

The Contractor's office for this contract shall be, as required, to fulfil his obligations under the contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The proposed position of the camp site/store yard will be pointed out by the Employer's Agent. However, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor in order to identify a suitable site for occupation. The Contractor must first obtain the written permission of the landowner, and subsequently the Employer's Agent, prior to occupation of the land.

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

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

i) None of the existing roads shall be damaged in any way.
ii) Electrical and potable water facilities may be available in the vicinity of the site, but the Contractor shall make his own arrangements for all connections.
iii) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Employer's Agent; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or another owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

PS.13.2 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

PS.13.3 Power Supply, Water and Other Services

The Contractor shall make his own arrangements concerning the supply of electrical power, water

and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work, for which these services are required, or in the Contractor's Preliminary and General items, as the case may be.

a) Water for Works:

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

b) Power Supply for Works:

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

PS.14 TESTING

PS.14.1 Process Control

The Contractor shall arrange for all tests required for the process control to be done by a laboratory acceptable to and approved by the Employer's Agent.

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs of these tests shall be deemed to be included in the relevant rates, and no additional payment will be made for testing as required.

PS.14.2 Acceptance Control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice.

PS.14.3 Re-Testing

The Tenderer's attention is drawn to Clause AB.6 where it states that the Contractor is responsible for site control testing to confirm that all related site works are in accordance with the specification.

Acceptance testing is undertaken by the Roads Department at the discretion of the Employer's Agent after reviewing the results of the control testing.

Should the acceptance tests indicate that the work is not to the specification, the cost of any retest by the Employer's Agent shall be to the Contractor's account.

The cost has been determined at **R1 000.00** per set of tests and shall be deducted from any payment due to the Contractor.

PS.15 NOTICE BOARD

The notice board layout and colour scheme shall comply with the detail provided on standard drawing 40137E (Refer to Annexure C.3.6.1).

PS.16 HAULAGE OF MATERIAL

All haulage under this contract will be considered as free haul. The Contractor is to price accordingly in his rates, and no additional payment will be made in this regard.

PS.17 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.

NB. Contractors are to be aware that all of the above items that are applicable must be included in their pricing.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AA	Preliminaries		
AB	General Specifications	July	1992
AH	Occupational Health and Safety		
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DD	Earthworks for Structures		
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
F	Protection Works	July	1992

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 AA	Preliminaries
PS AB	General Specifications
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS EG	Sidewalks, Footpaths and Median Areas
PS F	Protection Works
PS PG	Non-Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works

PS.AA PRELIMINARIES

PS.AA.1 Contractual Requirements (Fixed Charge Item)

The sum shall cover the contractor's initial costs of providing insurances of the works, third party or public liability insurance, ground support insurance (if required) as specified in the contract data and unemployment insurance to cover his compliance with the requirements of the relevant legislation and any other initial financing obligations of a preliminary and general nature such as contributions to the CIDB, Workmen's Compensation and any other applicable levies.

PS.AA.2 Provision of Facilities, General Responsibilities and Other Fixed-Charge Obligations

The sum shall cover the contractor's initial costs of providing, establishing and commissioning on the site equipment, materials, human resources and all those facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract and the contractor's company and head office overhead fixed costs and the fixed costs of all other obligations that are to be met for the proper execution of the works in accordance and compliance with the requirements of the specifications and Conditions of Contract and that are not specifically covered in PS.AA.1.

Ps.AA.3 Contractual Requirements (Time Related Item)

The sum shall cover the Contractor's time related costs of continuing to meet his responsibilities provided in PS.AA.1.

PS.AB GENERAL SPECIFICATION

PS.AB.2 Offices for Employer's Agent and Staff

Replace the existing clause with the following:

An office with the following requirements must be provided for the Employer's Agent:

i) A desk with minimum dimensions of 1.5m x 0.8m and a high back chair.
ii) A plug point.
iii) Air Conditioning.
iv) A lockable steel filing cabinet.
v) A whiteboard mounted on the office wall with dimensions of 1.8m x 1.2m.

For site meetings, the Contractor is to prepare a meeting area that accommodates a table and eight chairs.

PS.AB.5 Notice Board

The typical notice board layout is given in Part C3.6.1 The following requirements shall apply with regards to the notice board.

PS.AB.7 Road Deviations and Traffic Control

PS.AB.7.1 Deviations

Add the following under this section:

(a) Deviations required by the Contractor shall comply with the requirements of the Employer's Agent. Details shall be submitted to the Employer's Agent for approval at least two weeks in advance of the date on which it is anticipated that work on the deviation will commence.
(b) On deviations provided in terms of (a) above, the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor in this regard.
(c) Unless indicated otherwise, where two-way traffic conditions exist, traffic shall be accommodated in both directions at all times.
(d) The Contractor shall ensure that the full width of the road is available for traffic during the peak traffic periods (i.e. 07:00 - 08:30 and 16:00 to 17:30).
(e) At all times signposting shall be as detailed in the part of this document: "Safety in Road Construction".
(f) In accordance with the Road Traffic Act, only "new style" yellow/black traffic signs may be used at roadworks, and not the "old style" blue/red traffic signs.

PS.AB.8 De-Establishment and Re-Establishment of Camp Site

The Contractor is responsible for all costs associated with de-establishment and re-establishment of the camp site, as and when approved by the Employer's Agent and all additional costs related to this activity.

The unit of measurement shall be **rate only** per move and the rate shall include for all costs associated with de-establishment and re-establishment including for the provisions of PS.13 "Site Facilities Available".

PS.C CONCRETE WORKS

PS.C.1 New Sabs Specification for Portland Based Cement

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

PS.C.2 Portland Blast Furnace Cement (Clause C.3.1)

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

PS.C.3 Plant for Concrete Work

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

PS.C.4 Placing of Concrete

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

PS.C.5 Construction

PS.C.5.11 Placing Of Concrete

Add the following under this section:

No concrete is to be placed in any excavations until this has been approved by the Employer's Agent or his representative.

PS.C.8 Measurement and Payment

Add the following new clause:

PS.C.8.4 Movement Joints for Footpaths

Movement joints shall be constructed in accordance with the typical details and shall be constructed at 10m centres along the footpath alignment or where directed by the Employer's Agent.

The unit of measure shall be **meter (m)** and the rate shall include for all materials (polysulphide sealant, jointex joint filler etc.), labour, equipment etc.

PS.DA EARTHWORKS: BULK

PS.DA.2 INTERPRETATIONS

The following shall be added to the list of definitions.

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

PS.DA.5 Construction

PS.DA.5.2 Excavation of Material from Site

Add the following under this section:

(a) The material used for fill embankments and for the replacement of unsuitable material shall conform to the definition of "suitable material" as given in clause AB.1.

This will apply to imported fill material as well as to material excavated from site.

(b) Tenderers are reminded that the rates for excavation of material from site (DA.8.3) and imported fill (DA.8.4) include benching where applicable, and therefore the volume of soil excavated for benching purposes is not included in the earthwork quantities but must be allowed for in the relevant rates.

(c) The nature of the works may require excavation in restricted conditions. No additional payment shall be made for such excavation, and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.

(d) For measurement and payment purposes, no allowance will be made for bulking or shrinkage, and it shall be assumed that 1 cubic meter of excavated material from the site shall form 1 cubic meter of compacted fill. In the event of there being surplus material encountered on site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled. Similarly, should the material shrink, the Tenderer shall allow for the importation of material.

Blasting shall not be carried out without the previous consent of the Employer's Agent. The consent will not be given where in the opinion of the Employer's Agent blasting may give rise to unnecessary risk of damage to surrounding property, and other means of excavation are available to the Contractor. Where consent to blasting is given, such consent shall in no way relieve the Contractor of any liabilities under the contract. The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives

PS.DA.8 Measurement and Payment

Add the following under this section:

PS.DA.8.7 Stockpile Handling

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

PS.DA.8.10 Overhaul

Add the following under this section:

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

Add the following new clauses:

PS.DA.12 Trimming, Grading and Compacting of Verge

After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the sidewalk shall be finished off to the lines and levels shown on the drawings or as directed.

Shortfall material shall be imported and mixed with the existing, reshaped and compacted to levels as directed.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance, which may arise due to his operations on the sidewalk, whether from the natural ground surface or topsoil layer, until the Employer's Agent accepts the verge.

PS.DB EARTHWORKS FOR PIPE TRENCHES

PS.DB.5 Construction

PS.DB.5.3 Excavation and Backfilling – Existing Services

The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services.

The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.

PS.DB.5.3.2 General

Add the following under paragraph (a) of this section:

All trenches with a depth exceeding 1.5m shall be fully shored and the contractor is to include for this in his rates. Details of the proposed shoring shall be supplied to the Employer's Agent at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road/footpath layers above any over-excavated sections shall be cut back to a point behind the over-excavation.

The cutting back of the trench sides shall be to the Contractor's account and payment for the excavation through road hardening, and reinstatement shall be based on the widths given in clause DB.8.3.3.

Further to and notwithstanding the requirements of the Departmental Specification, Part DB, the following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:

1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation to ensure that this unsuitable material does not contaminate other materials suitable for reuse.

2) It is anticipated that a portion of the material excavated for trenches in existing natural ground is likely to be classified as "Rock" in terms of Part DB of the Departmental Technical Specification, and that blasting methods will be employed to facilitate excavation. Tenderers are to note that the unit of measurement shall be the linear meter (m), and that the rate tendered shall be inclusive of all work or operations necessary to drill, blast, excavate, backfill, spoil or stockpile the material.

3) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating.

4) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width as defined in specification Clause DB.6.1 - must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

The measurements for excavation shall be the total through-length along the centreline of a pipeline measured HORIZONTALLY with deductions for manholes. In addition, trench depth will be measured vertically on the centreline of the pipeline from the existing ground level to the invert level.

PS.DB.5.7 Compaction

Further to Clause DB.5.7, Tenderers are to note that in all cases the compaction of the trench bottom and the trench backfill shall be to 95% Mod. A.A.S.H.T.O. An extra-over item has not been included in the Bill of Quantities and tenderers shall include for these costs under the relevant excavate and backfill items.

PS.DB.8 Measurement and Payment

Add the following under this section:

PS.DB.5.8.2 Excavation for Services to be Laid by Others

Where indicated, the Contractor shall be required to excavate a trench for the installation of services by others. (Depth and width of trench shall be confirmed on site). The trench bottom shall be trimmed to comply with the tolerances specified under Clause DB.6.3, after which it shall be taken over by the service organisation. After installation of the services the trench shall be backfilled as part of the bedding operation to approximately 300 mm above the service.

Thereafter the Contractor shall continue the backfilling utilising suitable material from the trench excavation, in 150 mm layers which shall be compacted to 95% Mod. AASHTO density. The unit of measurement shall be the cubic meter (m^3) and the rate shall cover the work described under Clause DB.8.1.

PS.DB.5.8.3 Excavation in Road and Paved Areas

Further to Clause DB.8.7 the rate tendered shall include for saw cutting the existing road asphalt.

PS.DB.8.4 Restricted Excavation

The nature of the trench excavations are such that a considerable amount of the excavation shall be in restricted conditions. **No** additional payment shall be made for such excavation, and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.

PS.EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

PS.EG.8.7 Precast Steps

Where indicated on the construction drawings, precast concrete steps (Fig.1 Kerbing) 1.0m wide x 0.3m tread x 0.175m high shall be constructed as part of the footpaths on a 75mm concrete base (20MPa/13mm). Refer to Ethekwini Standard drawing 38581.

The unit of measurement shall be number (No.) and the rate shall include all plant, labour, materials for the construction of the steps.

Add the following new clause:

PS.EG.8.8 Handrails

Handrails shall be constructed where indicated on the footpath longitudinal sections and shall be fully compliant with Ethekwini Standard drawing 38581.

The unit of measurement shall be metre (m) and the rate shall include for the supply and the installation of the 50mmø galvanised iron handrails including all plant, equipment and labour.

Add the following new clause:

PS.EG.8.9 Precast Handrail Posts for Footpaths

Precast concrete handrail posts (30MPa/13mm) shall be constructed as indicated on Ethekwini Standard drawing 38581. The height of the post shall be 1.3m and it shall be reinforced with galvanized R10 bars.

The unit of measurement shall be number (No.) and the rate shall include for the supply and installation of the posts including all plant, equipment, labour etc.

Add the following new clause:

PS.EG.8.10 Bollards

Where indicated on the layout drawings or at the discretion of the Engineer during construction, precast concrete bollards shall be installed on footpaths. The bollard shall be fully compliant with drawings issued.

The unit of measurement shall be number (No.) and the rate shall include for the supply of all materials and the installation of the bollard including all plant, equipment and labour. The concrete base is measured elsewhere

PS.F PROTECTION WORKS

PS.F.3 Materials

PS.F.3.7 Dry-stack Retaining Blocks

Add the following new clause:

Due to the numerous proprietary brands of gravity earth retaining systems, each with their particular design parameters, this office has provided the design based on retaining blocks which have the following technical requirements: -

a) The blocks shall be cast in concrete with a minimum 28 days cube strength of 25 MPa. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.
b) The block shall be of the "closed back" type with approximate dimensions of: 400mm wide x 400mm deep x 200mm high .
c) The proposed blocks shall have a unit mass equivalent to that as set out below: Equivalent Unit Mass Requirements = ± 47kg/block ; 675 kg/m²
d) The block shall be able to resist sliding shear of 9.80 kN per linear meter by means of a shear nib cast monolithic with the block.
e) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.
f) The blocks shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or blocks with any other defects shall be rejected by the Engineer's representative.

PS.F.8 Measurement and Payment

Add the following new clauses:

PS.F.8.9 Interlocking Earth Retaining Systems

Taking cognisance of clause PS.F.3.7, the unit of measure shall be **square meter (m²)** and the rate shall include for the supply and installation of Geolok 400 blocks or similar approved.

Add the following new clause:

PS.F.8.10 Soilcrete

The unit of measurement shall be **cubic meter (m³)** and the rate shall include for the supply of G7 Gravel from commercial sources and the stabilising agent (Cement or Lime). The rate is to also include for the mixing of the stabilised material to achieve a minimum UCS (Unconfined Compressive Strength) of 2 MPa and the construction of the backfill behind the walls and the filling inside the blocks.

Add the following new clause:

PS.F.8.11 Drainage for Retaining Blocks

Weepholes consisting of 50mm diameter PVC pipes are to be provided at 1000mm centres horizontally and vertically, staggered. Weepholes pipes are to be filled with no fines concrete.

The unit of measurement shall be **number (No.)** and the rate shall include for all materials, labour and plant required.

Add the following new clause:

PS.F.8.12 Weepholes in Brick Retaining Walls

Weepholes consisting of 50mm diameter PVC pipes are to be provided at 1000mm centres horizontally and 300mm centres vertically. Weepholes are to be backed by a 300x300x300mm no fines concrete block.

The unit of measurement shall be **meter (m)** and the rate shall include for all materials, labour and plant required.

Add the following new clause:

PS.F.8.13 Geofabric Blanket

The geofabric shall comply with Clause PG.3.8 and the rate tendered shall include for laying of the geofabric along the full length of the drystack retaining wall, all in accordance with drawing no. 631/BEXT/904.

The unit of measurement shall be **square metres (m²)**. The unit rate for geofabric blanket shall include for its supply, laying, joining, cutting and waste.

PS.PG NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS

PS.PG.3 Materials

PS.P3.5 Subsoil Pipes

The following clause shall replace Clause PG.3.5.

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

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

PS.PG.3.8 Geofabric Blanket

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

PS.PG.3.10 Stone for Subsoil Drain Filter / Retaining Wall

The following clause shall replace Clause PG.3.10.

"The stone aggregate used for the subsoil drain filter shall consist of 19.0 mm crushed stone conforming to the following grading :

Sieve size mm	19.0	13.2	9.5	6.7	4.75
% Passing	100	85 - 100	0 - 50	0 - 25	0 - 5

PS.PG.3.11 Riversand Backfill for Subsoil Drain Filter

The following clause shall replace Clause PG.3.11.

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

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

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

PS.PG.5 Construction

PS.PG.5.2 Subsoil Drains and Outlets

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

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

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

Add the following new clause:

PS.PG.5.9 Connection of Subsoil Drains to Existing System

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

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

Add the following new clause:

PS.PG.5.10 Subsoil Termination Stub

The final 1 meter9+ length of the subsoil drain before the manhole/catchpit shall be 100 mm diameter non-perforated U.P.V.C. pipe.

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

PS.PH MANHOLES AND APPURTENANT DRAINAGE WORKS

PS.PH.3 Materials

PS.PH.3.1 Bricks

Replace the existing clause with the following:

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

PS.PH.8 Measurement and Payment

PS.PH.8.2 Standard Foul-water or Stormwater Sewer Manholes

Maintain the standard specification and only replace item (d) with the following:

Excavation for manholes shall be measured under the relevant trench excavation items in the applicable section within the Bill of Quantities utilizing payment clause DB 8.5 for the full volume of excavation required for the construction of the manhole. This includes any additional excavation/trench widening for the foundation base and manhole rings etc.

All extra over payments for hard or rock material encountered in excavations for manholes shall be paid under the relevant items in part DB relying on the provisions of payment clause DB 8.5. No additional payment will be made for manhole excavation other than that which is stipulated in this clause.

PS.PH.8.3 Standard Stormwater Inlets

Replace the existing clause with the following:

The unit of measurement shall be number (No.) for the type of inlet and depth stated in the schedule of quantities.

The tendered rate for standard stormwater inlets shall include for the supply of all labour and materials to construct the inlet complete in accordance with the standard drawings and specification including forming of the invert, construction of concrete apron with length dependent on the number of splays including serrations and setting inlet cover and slab to level, the cover and slab itself etc.

Excavation for manholes shall be measured under the relevant trench excavation items in the applicable section within the Bill of Quantities utilizing payment clause DB 8.5 for the full volume of excavation required for the construction of the manhole.

This includes any additional excavation/trench widening for the foundation base and manhole rings etc. All extra over payments for hard or rock material encountered in excavations for manholes shall be paid under the relevant items in part DB relying on the provisions of payment clause DB 8.5.

PS.PH.8.8 Breaking Into Existing Manholes

Replace the existing clause with the following:

Where directed by the Engineer, the contractor shall break into an existing sewer/stormwater manhole in order to connect a new sewer/stormwater pipeline.

The unit of measurement shall be number (No.) and the rate shall include for breaking into the manhole for a maximum pipe diameter of 450mm, connecting the new pipeline and making good upon completion.

Add the following new clause:

PS.PH.8.10 Headwalls

Drawing number 38576 reflects details of outlet headwalls. The unit of measurement for these headwalls shall be number (No.) and the rate shall include for all labour, plant and materials required for the construction of the headwall inclusive of excavation, construction of the base, splitter blocks, walls, rebar, finishing etc as indicated on the drawing.

This specification is to be read in conjunction with PS.PH.3.1.

C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:
ftp://ftp.durban.gov.za/cesu/StdContractDocs/:

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)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Dwg No	Description
631-BEXT-900	FOOTPATHS LAYOUT AND SETTING OUT DETAILS
631-BEXT-901-1	FOOTPATH 1 AND 2 LONGITUDINAL SECTIONS
631-BEXT-901-2	FOOTPATH 3 AND 4 LONGITUDINAL SECTIONS
631-BEXT-901-3	FOOTPATH 5 AND 6 LONGITUDINAL SECTIONS
631-BEXT-902-1	FOOTPATH 1, 2 AND 3 CROSS SECTIONS
631-BEXT-902-2	FOOTPATH 4, 5 AND 6 CROSS SECTIONS
631-BEXT-903	TYPICAL DETAILS SHEET
631-BEXT-904	TYPICAL DRY STACK RETAINING WALL DETAILS

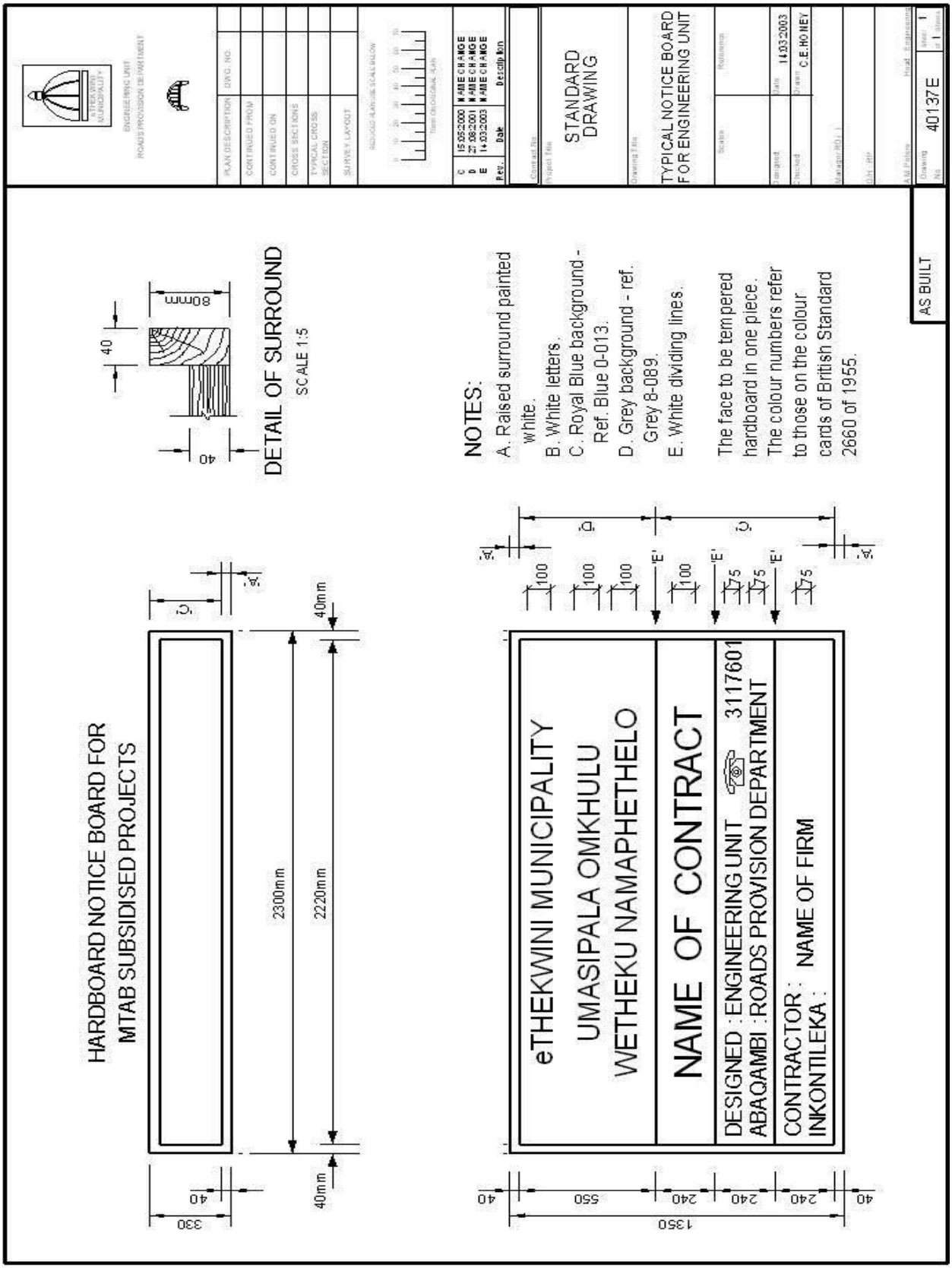
C3.5.2 STANDARD DRAWINGS

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

Dwg No	Description	Date of Issue	
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990

C3.6: ANNEXURES

C3.6.1 Notice Board



C3.6.2 Baseline Risk Assessment

ETHEKWINI MUNICIPALITY
Occupational Health & Safety Unit

SITE BASED BASELINE RISK ASSESSMENT

Construction Regulations 5.1(a)

Document Title	Baseline Risk Assessment
Client	EThekwini Municipality–Development engineering
Project title	Provision of Incremental Services to Informal Settlements within the Northern Region: B Extension & Cornick Ndlovu: Footpaths and Associated Stormwater Control (Ward 55)
Contract Number	4V-36924
Revision	00
Date	17/08/2026
Internal Reference no.	BRA 09/08/2026-DEVENG-N
Compiled by (Pr. CHSA)	Name and surname: Phumlani Mabaso Signature: Date: 19/08/2026
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature: Date: 19/08/2026

1

BASELINE RISK ASSESSMENT

1. INTRODUCTION: In accordance with the Occupational Health and Safety Act, (Act 85 of 1993) the Legislator places specific requirements on an Employer. One of these is prescribed in Section 8(i) of the Act where it requires the Employer to ascertain the risks and dangers which may occur within the workplace or section of the workplace and then goes on to establish working procedures or practices.

2. PURPOSE: This is conducted to create a benchmark of the potential risks that apply to the whole project or business operation.

3. SCOPE: This assessment could be approached on a site, regional or national level concerning any facet of the business operation or process or activity.

4. REVIEW AND MONITORING PLAN

The risk assessment form part of the health and safety plan to be applied on the site and must include the following:

(a) The identification of the risk and hazards to which persons may be exposed.
(b) An analysis and evaluation of the risk and hazards identified based on a documented method.

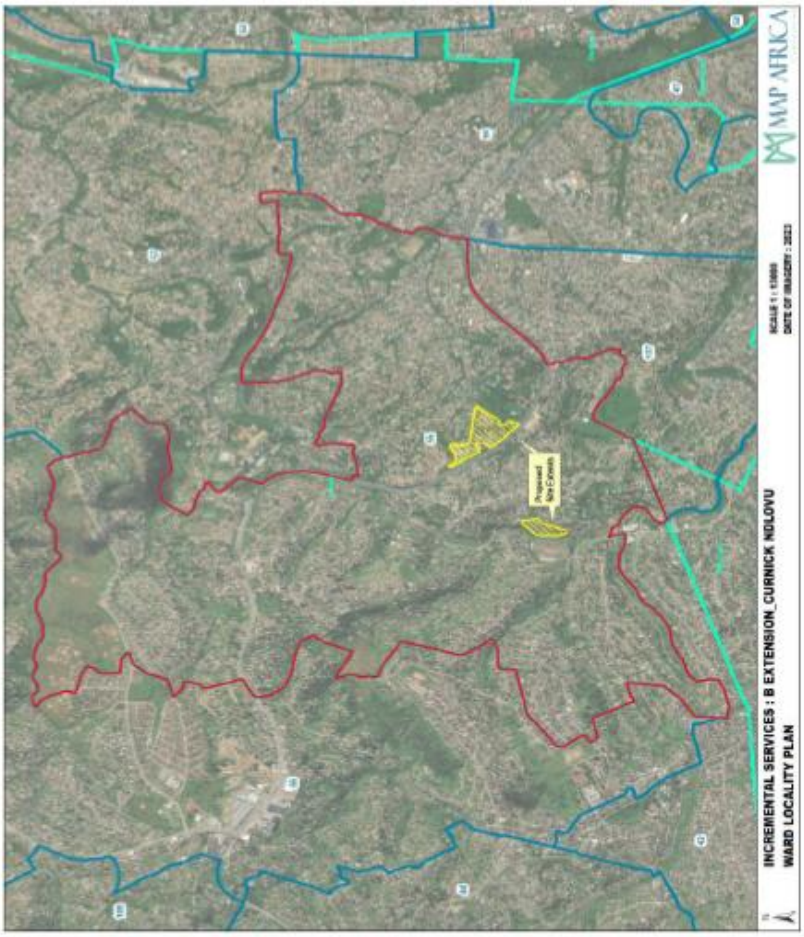
5. REFERENCES

(a) Tender document number 4V–36924

(b) Occupational Health & Safety Act and its Regulation

2

6. LOCALITY PLAN



PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE.

3

7.SCOPE OF WORK

Description of Works

Type of Works	Description of Works
i) **Site Clearance**	General clearance including the removal of vegetation, concrete slabs, kerbs etc.
ii) **Stormwater Drainage**	0.6m – 1.0m wide concrete v-drains, including fig. 6 barrier kerb
iii) **Footpaths**	Footpaths (+/- 612m Long) 1m-1.5m concrete footpaths, including staircases and handrails.
iv) **Protection Works**	Dry-Stack Retaining Walls (+/- 20m Long) Construction of 1m to 2.0m high dry-stack retaining walls and topsoiling and grassing of banks and verges

The following activities were assessed:

(a) Access to the site.

(b) Material delivery to the site.

(c) Site establishment.

(d) Site clearance and grubbing.

(e) Busy residential/industrial area.

(f) Traffic management.

(g) Excavation/ earthworks.

(h) Manual moving of precast products.

(i) Provision of pipe bedding, laying of pipe and backfilling.

(j) Construction of manholes and appurtenant drainage works.

(k) Protection of existing services.

(l) Construction mobile plant and machinery.

(m) Construction of protection works.

(n) Concrete works.

(o) Layer works.

(p) Construction of asphalt wearing course.

(q) Site security.

5

1. RISK ESTIMATION AND EVALUATION

RISK CLASSIFICATION USING A RISK SCORE TECHNIQUE

Exposure (E) How frequently does the hazardous event occur	**Risk level**
Continuously	10
Frequently (daily)	6
Occasionally (weekly)	3
Unusually (monthly)	2
Rarely (few a year)	1

Probability (P) The probability of a loss when the hazardous event does occur	**Risk level**
Frequent (happens often)	10
Probable (quiet possible)	6
Occasional (unusual, but possible)	3
Remotely possible (has happened somewhere)	1
Improbable (practically impossible)	0.5

Severity (S) Consequences of the hazardous event	**Risk level**
Catastrophic many fatalities; or interruption of longer than 2 weeks; or asset or environmental damage (or both) exceeding R100m	100
Disaster (few fatalities; or interruption between one and 2 weeks; or asset or environmental damage (or both) exceeding R10m)	40
Very serious (one fatality; or interruption of 6 days; or asset or environmental damage (or both) exceeding R100,000	7
Important (temporary disability; or interruption between 6 and 24 hours; or damage exceeding R10,000	3
Noticeable (first aid needed; or interruption of less than 6 hours; damage exceeding R1000)	1

Risk classification (Risk score = E x P x S)

Risk score	**Risk level**
Over 400----------5	Very high risk – discontinue operation or activity
200 to 400 ------ 4	High risk – immediate correction needed
70 to 200-------- 3	Substantial risk – correction needed
20 to 70---------- 2	Possible risk – attention needed
Under 20 -------- 1	Risk accepted

BASELINE RISK ASSESSMENT WORKSHEET

	Activity	Hazard	Risk	Risk Evaluation			Risk Score	Risk level
				E	P	S		
1	**Access to the site.**							
	• Traveling to and from site in a vehicle.	• Safety belts not worn when traveling in or operating a vehicle. • Vehicle not equipped with safety belts for all passengers. • Over speeding of vehicles. • Driving on public roads.	• Injuries caused when in vehicle accident. • Fatalities when in vehicle accident • Risk of personnel being injured by over speeding vehicles. • Involved in accident.	6	6	7	252	4
2	**Material delivery to the site.**							
	• Loading and offloading of equipment manually. • Mechanical handling.	• Employee being struck by the load. • Manual lifting of heavy objects. • Bending.	• Serious injury. • Back strain. • Skeletal damage • Head, hand, and foot injuries. • Backache.	3	6	7	126	3
3	**Site establishment.**							
	• Manual and	• Incompetent	• Injuries,	6	6	7	252	4

7

	mechanical clearing of the land • Off-loading and positioning of containers by mobile crane • Fencing off the site • Installation of temporary water supply, electricity, ablution facilities,	construction mobile plant operator. • Sharp protruding objects. • Manual Handling of equipment and materials. • Uneven surfaces • Driving on dangerous and undulating terrain. • Reckless driving. • Electrocution • Incorrect/ poor connection of temporary services	Accidents • Hand injuries. • Skeletal injuries • Destruction of services • Death, burns					
4	**Site clearance and grubbing.**							
	• Clearing of the site using construction mobile plant/labourer	• Overgrown vegetation • Rubble existing on site • Snakes bites. • Bees	• Nuisance, poisonous • Environmental contamination • Death, poison • Accident/	6	6	7	252	4

8

		• Incompetent driver/ operator • Unsafe construction mobile plant • Petrol and oil spillages • Dust accumulation. • Bending. • Noise. • Exposure to vibration.	property damage. Collision with other vehicles • Noise • Respiratory problems. • Back strain. • NIHL. • Blood circulation problems.					
5	**Busy residential/industrial areas.**							
	• Working next to residential/industrial areas	• Public exposure to construction activities. • Destruction of services in the area. • Other activities in the areas • Strikes in the area	• Injuries public and employees, broken bones, damage to property, death, • Disturbance of personnel activities • Fights, lawsuits, disagreement • Damage to property, injuries to employees	6	6	7	252	4
6	**Traffic management.**							

	• The use of construction vehicle and mobile plant in the public and next to public roads/ streets	• Poor/ no traffic management plan in place • Lack of traffic management training • Unroadworthy plant and vehicle • Collision with other vehicles	• Accidents, death, broken bones, damage to property • Noncompliance with the National Road Traffic Act, Council Road Traffic bi-laws and other applicable Regulations • Blockage/ inconvenient access to industrial/ commercial areas	6	6	7	252	4
7	**Excavation/Earthworks.**							
	• Manual and mechanical excavation using construction mobile plants and hand tools	• Faulty hand tools • Hitting underground services • Unsafe machinery/ hand tools • Dust accumulation	• Hand injuries. • Lack of service delivery which may result in community protest • injuries to hands, • Severe injuries.	6	6	3	108	6
8	**Manual moving of precast product.**							

10

	• Manual handling and moving of precast product using wheelbarrows,	• Unsafe wheelbarrows, • Manual handling of precast product • Lifting of excess/ heavy load • Ergonomics hazards	• Injury to hands/ toes • Skeletal injuries • Slippery surface • Tripping hazards • Ergonomic risks •	3	3	3	27	2
9	**Provision of pipe bedding, laying of pipe and backfilling.**							
	• Levelling • Compaction • Transportation of imported material • Offloading and laying of pipe.	• Traffic accidents on site when transporting materials. • Reversing of trucks and mobile plant. • Dust inhalation. • Incompetent driver/ operator • Dust • Vibration • Noise • Faulty hand	• Damage to Property. • Respiratory failure • Fatigue. Kidney damage. Muscle/ body/ joint pain • Noise induced hearing loss • Skin irritation • Breathing/ respiratory diseases • Hand Injuries. • Backache.	3	3	3	27	2

11

		• tools • Bending and lifting.						
10	**Construction of manholes and appurtenant drainage works.**							
	• Casting and floating of concrete during construction of stormwater systems. • Excavation above 1m deep using mobile plant • Preparation and laying of concrete pipes using a lifting equipment • Construction of above 1m deep manhole using cement, blocks, hand tools and concrete manhole rings/ cover • Connection of the stormwater pipes into the existing stormwater drainage system	• Collapsing of trenches. • Unsafe access to trench • Unprotected trenches • People exposure to excavations • Unsafe lifting devices • Incompetent lifting machinery operator • Equipment failure • Overloading of equipment/ machinery • Working/ operating equipment too close to the excavation • Contact with and inhalation	• Collapsing of trench walls • Death, dislocation, trauma/ panic attack • Broken bone, dislocation, • Falling into excavation. • Injury to body. Accidents. Property Damage. Noncompliance with DMR. Noncompliance with stipulated safe working load. • Falling into excavation. Property damage. • Respiratory diseases. Skin disease/	6	6	7	252	4

12

		• of cement dust • Manual handling of heavy manhole rings and covers • Incorrect connection of stormwater pipes	• irritation • Back/ spine problems. Possible of pinch. Skeletal injuries. Injury to hands and toes. • Destruction/ blockage of stormwater drainage system					
11	**Protection of existing services.**							
	• Maintenance of watermains, sewer, stormwater, electrical etc.	• Disturbance of the services, • Improper connection, • Sewer spillage, • Blockage of sewer and stormwater lines • Exposure to biological agents • Electrocution.	• No water and electricity, community strikes, • Health hazards • Environmental hazards • Burns, death • Financial costs for replacing damaged cables	6	6	7	252	4
12	**Construction mobile plant and machinery.**							
	• Use of construction vehicles and mobile plants and	• Unsafe construction plants and equipment	• Accidents. Property damage. Noncompliance	6	6	7	252	4

13

	equipment	• Incompetent drivers/ operators • Uneven surface • Equipment/ machinery failure • Running out of control • Noise • Vibration • Oil Spillage • Dust	with DMR. Noncompliance with stipulated safe working load. • Capsizing of mobile construction plants. Jammed construction mobile plants, death • Injury to employees and community, death, loss of limb/ disablement • Damage to property • Noise induced hearing loss • Muscular pains, kidney damage, • Environmental contamination • Lung disease					
13	**Construction of protection works.**							
	• Laying of stones/rocks/bloc	• Too much bending.	• Ergonomic risks • Hand injuries.	6	6	3	108	3

14

	ks.	• Lifting of heavy objects. • Faulty hand tools. • Steep slimmy banks.	• Fingers crushed or trapped by adjacent blocks. • Backaches. • Falls					
14	**Concrete work.**							
	• Pre-leveling the area and formwork preparation for footpaths and V-drain. • Exposure to cement. • Hand mixing of cement. • Pouring of ready-mix concrete. • Floating of the concrete.	• Noise. • Vibration. • Dust. • Defective hand tools. • Cement contact with body. • Over bending.	• Injury to employees and community, death, loss of limb/ disablement • Noise induced hearing loss • Lung disease, eye irritation. • Hand injuries. • Backache.	6	6	3	108	3
15	**Layerworks.**							
	• Levelling • Compaction • Transportation of imported material	• Traffic accidents on site when transporting materials. • Reversing of trucks and	• Damage to Property. • Respiratory failure • Fatigue. Kidney damage. Muscle/ body/ joint pain • Noise induced	3	3	3	27	2

15

		mobile plant. • Dust inhalation. • Incompetent driver/ operator • Dust • Vibration • Noise • Faulty hand tools	hearing loss • Skin irritation • Breathing/ respiratory diseases • Hand Injuries.					
16	**Site security.**							
	• Provision of security to staff and property	• Incompetent security personnel • Unguided property • Unprotected/ fenced site camp • Working in a high risk zone	• Loss of property • Theft, • Financial risk • Uncontrolled entry • Hijacking/ Mugging	6	6	3	108	3

16

C3.6.3 Health and Safety Specification

ETHEKWINI MUNICIPALITY
Occupational Health & Safety Unit

Site Specific Health and Safety Specification in terms of 2014 Construction Regulations 5.1(b)

Document Title	Site Specific Health and Safety Specification
Client	eThekwini Municipality-Development engineering Unit.
Project title	Provision of Incremental Services to Informal Settlements within the Northern Region: B Extension & Cornick Ndlovu: Footpaths and Associated Stormwater Control (Ward 55)
Contract Number	4V-36924
Revision	00
Date	17 August 2026
Internal Reference no.	SSHSS 09/08/2026-DEVENG-N
Compiled by (Pr. CHSA)	Name and surname: Phumlani Mabaso Signature: Date: 19/08/2026
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature: Date: 19/08/2026

Construction Health and Safety Specification Page 1

PROJECT LOCALITY

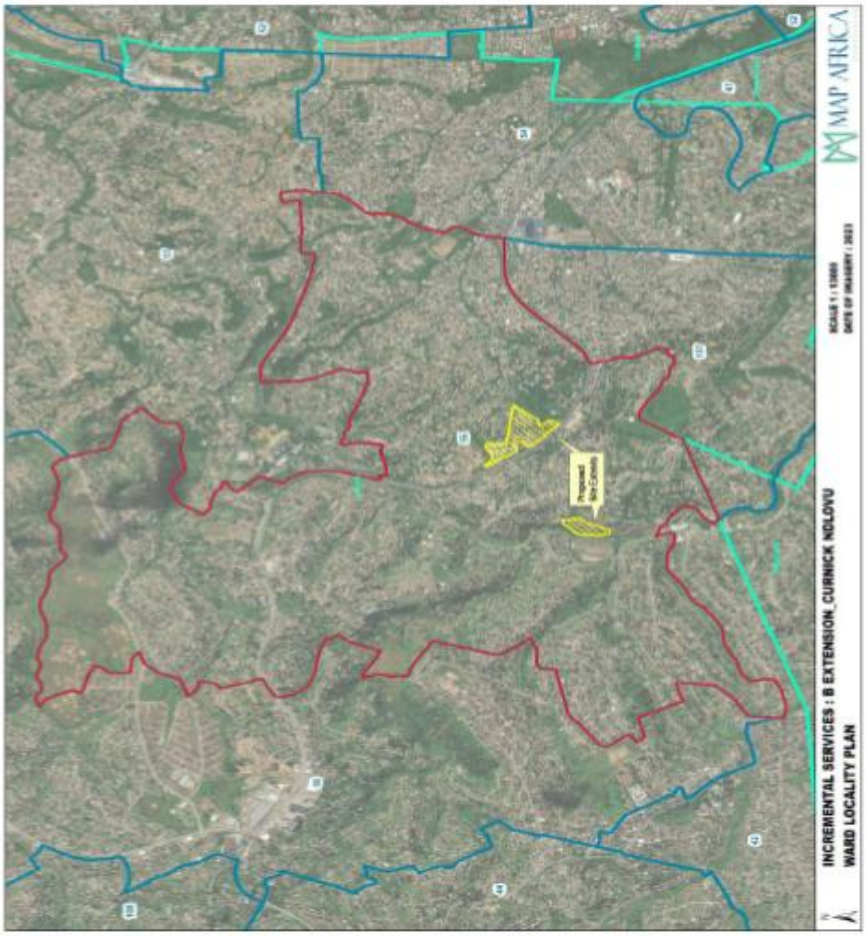


Table of contents

1. Definitions
2. Project Description
2.1 Description Site and Access
3. Limitation of liability
4. Purpose of the Construction Health and Safety Specification
5. Project Health and Safety Cost
6. Scope and Description of Work
7. Compensation for Occupational Injuries and Diseases Act, 130 of 1993
8. Application for construction work permit
9. Notification of Construction work
10. Management and Supervision of Construction
10.1 Construction Manager
10.2 Construction Safety Officer
10.3 Construction Supervisor
11. Principal Contractor's Health and Safety Plan
12. Hazard Identification and Risk Assessment
13. Health and Safety File
14. Close–out and Consolidated Health and Safety File
15. Induction and Health & Safety Awareness
15.1 Induction Training
15.2 Health and Safety Training.
16. Incidents Management & First Aid
17. Health & Safety Audits
18. Fire Precautions on Construction Site
19. Electrical Installations on Construction Sites
20. Personal Protective Equipment (PPE) and Clothing
21. Occupational Health and Safety Signage
22. Duties of Principal Contractors and Contractors
23. Excavation Work
24. Public Health and Safety
25. Construction Employees Facilities
26. Storage and use of Flammable liquids
27. Hazardous Chemical Substances
28. Housekeeping and General Safe Guarding on Construction Site
29. Construction Medicals
30. Stacking and Storage on Construction Site
31. Toolbox Talk Awareness
32. Contingency/Emergency Plan, Procedure and Contact Numbers
33. Traffic Management Plan

Annexure A. Legal Appointments
Annexure B (Medical Certificate of Fitness) Annexure 3

1. DEFINITIONS

For the purpose of this Construction Health and Safety Specification, all definitions in the Occupational Health and Safety Act and Regulations, the abbreviations and the definitions given hereunder shall apply; where definitions may overlap, the most onerous requirement shall apply:

Acronym or Definition	Meaning
Agent	Refer to the Agent appointed by the Client to act on its behalf, and who is appointed in writing
CHSS	Refers to this document as the Construction Health and Safety Specification
Client	Refers to eThekwini Municipality
COIDA	Means Compensation for Occupational Injuries and Diseases Act 130 of 1993
Construction Site	Means the premises and grounds where construction work is being performed
Principal Contractor	Means an employer appointed by the Client to perform construction works
CR	Refers to the Construction Regulations of 2014
DSTI	Refer to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
H&S	Refers to Health and Safety
Medical Certificate of Fitness	Means a valid medical certificate of fitness issued by an occupational medicine practitioner, such medical testing shall be relevant to the risks of the construction work on the construction site and shall conform to the Occupational Health and Safety Act and Regulations and to the requ irement of this Health and Safety Specification
Method Statement	Refer to a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the Risk Assessment
OHSA	Refer to the Occupational Health and Safety Act
Regulations	Refer to the Regulations stipulated in the OHSA
S	Refer to a section in the OHSA
SACPCMP	Means the South African Council for the Project and Construction Management Professions
Sub-Contractor	Means an employer appointed by the Principal Contractor
SADC	Southern Africa Development Community

2. PROJECT DESCRIPTION

2.1 Description of Site and Access

It must be noted that the Employer's Agent will set up a meeting with the Councillor, community and contractor as an introduction so that the contractor will have safe access to the site.

3.LIMITATIONS OF LIABILITY

The Client or its Agent shall not be responsible for any acts or omissions of any contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.

All contractors must ensure that articles, work, equipment, machinery, plant and work practices are, at all times compliant to the legal requirements as these apply.

The Client or its Agent shall limit its responsibility to the application of the Construction Regulations Clients Requirements only.

The Principal Contractor shall enter into a Mandatory Agreement with the Client, as defined in Section 37(2) of the Occupational Health and Safety Act.

The Principal Contractor shall ensure that each contractor appointed by the Principal Contractor and each sub-contractor appointed by a contractor also into a Mandatory Agreement with the Principal Contractor, as defined in Section 37(2) of the Occupational Health and Safety Act. These agreements shall be included in the Principal Contractor's H&S File on site and be valid for the duration of the contractors' work on the construction site.

4. PURPOSE OF THE CONSTRUCTION H&S SPECIFICATION

This document defines the minimum management requirement that is to be implemented by the Principal Contractor/Contractor for the management of Health and Safety on any eThekwini Municipality project.
The aim of this document is to present the health and safety aspects that need to be controlled and managed on the project.
This Health and Safety specification identifies and encompasses the working behaviours and safe work practices that are expected of all employees, Vendors and Contractors, Sub-Contractors and Visitors, engaged on construction site.
Providing a guideline to comply with best Health & Safety practices and the Occupational Health and Safety Act 85/1993 as amended, including reference to applicable legislative requirement.

5. PROJECT HEALTH AND SAFETY COST

The Client must ensure that potential Principal Contractor submitting tenders have made adequate provision for the cost of health and safety measures.
The Principal Contractor shall allow in their cost provision for complying with the requirements of this CHSS; resources for the following H&S controls shall be in place.

	H&S cost item	Description

1.	Construction Safety Officer.	Construction safety officer is required to ensure that the health and safety plan is implemented on site.
2.	Medical certificate of fitness.	Medical examination of all employees and certification of fitness by an Occupational Medicine Practitioner
3.	Personal Protective Equipment.	PPE to be provided as per risk exposure, including but not limited to : respiratory, adapted hearing protection, adapted hand protection, adapted eye and head protection.
4.	Public protection and barricading.	To reduce risk exposure to the employees and members of the public.
5.	Training and competency.	Occupational Health and Safety Training in accordance with the skills matrix included in the approved H&S Plan.
6.	Dust mitigation.	To reduce dust exposure to the employees and the public
7.	Employee facilities.	Refer to the Facilities Regulations (drinking water, change facility, personal lockers, and wash facilities, eating facilities.
8.	First Aiders.	Standard first aid training.
9.	Other.	Items not indicated in the Specification

6. SCOPE AND DESCRIPTION OF WORK

Type of Works	Description of Works
i) **Site Clearance**	General clearance including the removal of vegetation, concrete slabs, kerbs etc.
ii) **Stormwater Drainage**	0.6m – 1.0m wide concrete v-drains, including fig. 6 barrier kerb
iii) **Footpaths**	Footpaths (+/- 612m Long) 1m-1.5m concrete footpaths, including staircases and handrails.
iv) **Protection Works**	Dry-Stack Retaining Walls (+/- 20m Long) Construction of 1m to 2.0m high dry-stack retaining walls and topsoiling and grassing of banks and verges

7. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

The Principal Contractor, each contractor and each sub-contractor shall submit proof of Good Standing with COIDA Commissioner or a Mutual Association licensed in terms of Section 30 of COIDA, prior to starting any work on site.

A copy of the Letter of Good Standing with COIDA Commissioner must be included in the H&S Plan of each contractor working on the site and must remain updated for the duration of the construction work.

8. APPLICATION FOR CONSTRUCTION WORK PERMIT

The Principal Contractor shall assist the Client in compiling the evidence required by the Department of Labor for the issuing of the Construction Work Permit.

The Principal Contractor shall ensure that the H&S Plan presented for approvals includes:

- Evidence that the Principal Contractor made adequate provision for the cost of H&S measures
- Evidence that the Principal Contractor has the necessary competencies and resources to carry out the construction work safely.
- A copy of the Letter of appointment of the Construction Manager in terms of CR 8(1) + proof of his qualification, competence and registration where applicable.
- Proof of the registration of the Principal Contractors safety officer with the SACPCMP.

The Principal Contractor shall display the work permit number at the main site entrance. This display must be conspicuous to the satisfaction of the Department of Labor. The permit must be noticeable.

The construction works can only commence once the construction work permit is issued by the Department of Labor.

9. NOTIFICATION OF CONSTRUCTION WORK

The Principal Contractormust at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—
Include excavation work;

Include working at a height where there is risk of falling;

Include the demolition of a structure; or

Include the use of explosives to perform construction work.

A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2

10. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

10.1 Construction Manager

The Principal Contractor shall appoint a full time competent person as the construction manager with the duty of managing all construction on the site including the duty of ensuring occupational health and safety compliance.

The Construction Manager must demonstrate competency in relation to work being performed and the ability to manage construction work which may include making all statutory appointments in terms of health and safety.

10.2. Construction Safety Officer

The Principal Contractor shall appoint a competent Construction Safety Officer for the construction work. The Construction Safety Officer shall be full/part time on the construction site for this project.

The Safety Officer shall be registered with the South African Council for the Projects and Construction Management Professions. Proof of competence and registration of the appointed Construction Safety Officer must be included in the H&S Plan.

10.3. Construction Supervisor

A Construction Manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in subregulation (7), and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

11. PRINCIPAL CONTRACTOR'S HEALTH AND SAFETY PLAN

The Principal Contractor shall submit a suitable, sufficiently documented and coherent specific health and safety plan based on the Client documented Health and Safety Specification. The health and safety plan shall include but not limited to the following:

- Project Title. (Cover page-Client details and Principal Contractor details)
- Project Details (As per contract document)
- Scope of Works.
- Abbreviations.
- Reference Documents.
- Introduction.
- Policy Statements.
- Objectives and Targets for the Plan.
- Health and Safety Plan Health and Safety plan implementation and review.
- Site Specific Organogram of reporting structure all persons appointed in terms of OHS Act No. 85 of 1993.
- Management of construction and supervision.
- Compliance with Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA).
- Notifying Department of Employment and Labour about the intended construction work.
- Sub-Contractor and Supplier Management.
- Administrative control.

- Site inspection and keeping of records/registers.
- Hazard Identification, Risk Assessment & Risk Control, and monitoring and review plan and daily safety task instruction.
- Written Safe Working/operating Procedures/Method statements.
- Education and training (Induction).
- Safety awareness.
- Sub-contractors and suppliers management.
- Emergency preparedness and response on site.
- Monthly compliance Assessment (Internal and external audits)
- Provision of welfare facilities.
- Use and temporary storage of flammable liquids on site.
- Fire prevention and protection on site.
- Incident Management & First Aid.
- Waste management on site.
- Fire Prevention & Protection on Construction Site.
- PPE Provision and Maintenance on Construction Site.
- Management of environmental risks
  - Waste management on site.
  - Heat stress measures on site.
  - Dust control measures on site.
- Hand &Electrical Tools Management.
- Excavation/earthworks.
- Public/pedestrian safety.
- Health & Safety Signage on Construction Site.
- Traffic accommodation on site.
- Construction Vehicles and Mobile Plants on Construction Site.
- Health and safety training & competencies.
- Housekeeping and general safeguarding on construction site.
- Handling and Storage of Hazardous chemicals substances.
- Site barricading.
- Induction.
- Medicals certification of employee's fitness.
- Site Security and access control.
- Stacking and storage on construction site.
- Transportation of employees to site.
- Manual handling of heavy objects.

12. HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Principal Contractor shall before commencement of any construction and during such construction works have risk assessments performed by appointed competent person in writing and prepare a risk register which forms part of the health and safety plan to be applied.

Kindly note that risk assessments must be specific to the work on site and must be so recorded on the risk assessment document. (**NO GENERIC RISK ASSESSMENTS WILL BE ACCEPTED**). The Risk Assessor must be fulltime on site to monitor the risks and update the documentation.

The provisions of Regulation 9 of the Construction Regulations shall be followed in every detail.

13. HEALTH AND SAFETY FILE

The Client must discuss and negotiate with a Principal Contractor the content of the Health and Safety Plan and thereafter finally approve the Health and Safety plan for implementation. The recommended Health and Safety file shall include the following:

- Award letter from SCM
- Notification of Construction Work
- Client Health & Safety Specification
- Policies (Health and safety, environmental,HIV and AIDS, Alcohol and drug abuse and smoking)
- Principal Contractor Health & Safety Plan
- Updated letter of good standing with Commissioner
- Section 37.2 Mandatory Agreement (To be issued by the client on approval)
- Contractor appointment letter in terms of CR 5.1(k)(To be issued by the client on approval)
- Organogram as per appointments (Site specific and appointments need to correspond with the organogram)
- Legal appointment letters and competencies (Construction Manager, Construction Supervisor, Traffic/Construction Safety Officer, Risk assessor, Incident Investigator, First aider, Fire equipment Inspector, Construction Vehicle and Mobile Plant, Excavation Supervisor and Health and safety representative) etc.
- Risk Assessments as per scope of work & Risk Control and Monitoring and review plan.
- Written Safe Working Procedures as per scope of work
- Applicable Inspection Registers
- Incident/Accident Management Procedure/Policy, Register and relevant forms (Annexure 1, Wcl2) etc.
- Latest copy of OHS Act and other relevant regulations
- Environmental Management Plan Procedures (Dumpsite, Water provision,Ablution,Waste management, Concrete works,Refueling and spillage management, hazardous chemicals storage and disposal, Environmental awareness training, Protection of heritage, site demarcation etc.)
- Health and Safety Induction manual (Employees and visitors).
- Site Emergency Preparedness and response Plan
- Key Personnel contact numbers.
- Site Safety Rules.
- Medical Records – Medical Fitness Certificate.
- Toolbox talks awareness
- Material Safety Data Sheets and Hazardous Chemical Register.
- Traffic management plan
- Subcontractor appointments and the subcontractors list.(Blank templates :37.2 mandatory agreement and CR 7(1)(c)(v) appointment)
- Site SHE internal and external audit records.
- Personal protective equipment issuing and maintenance records.
- Daily Safety Task Instruction.

14. CLOSE-OUT CONSOLIDATED HEALTH AND SAFETY FILE

The Principal Contractor shall compile a consolidated H&S file and hand over to the Business Unit, OHS Unit will conduct a project close out using the appropriate checklist before the completion of the project.

15. INDUCTION AND HEALTH AND SAFETY AWARENESS

15.1 Induction Training

The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site.

The Principal Contractor must ensure that all visitors to the construction undergo health and safety induction pertaining hazards prevalent on the site and ensure that visitors have appropriate PPE. The Principal Contractor must at all times on his or her construction site keep records of health and safety induction training.

15.2 Health and Safety Training

The Principal Contractor shall ensure that employees are trained on health and safety measures this shall include but not limited to:

- Written Safe Working Procedures
- Risk Assessments
- Health and Safety Plan and other policies
- Emergency Management Plan
- Incident management procedures
- Environmental management procedures
- MSDS
- Traffic management plan

16. INCIDENTS MANAGEMENT & FIRST AID

All incidents and accidents as per Section of the Act must be reported, recorded and investigated as per General Administration Regulation 8 & 9

Where a fatality or permanent disabling injury or incident occurs on the Construction site, the Client must ensure that the Principal Contractor provides the Provincial Director with a report contemplated in Section 24 of the Act and the report includes the measures that the Principal Contractor intends to implement to ensure a safe construction site.

17. HEALTH AND SAFETY AUDITS

The Client must ensure that periodic health and safety audits are conducted at intervals mutually agreed upon between the Principal Contractor and the Client at least every 30 days, the copy of the health and safety audit report must be provided to the Principal Contractor within seven days after the audit.

18. FIRE PRECAUTIONS ON CONSTRUCTION SITE

The Principal Contractor shall provide suitable fire extinguishers which shall be serviced regularly in accordance with the manufactures recommendations.

Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for training of the relevant personnel, in the use of fire extinguishers.

The provisions of Regulation 29 of the Construction Regulations as well as Regulation 9 of Environmental Regulation for Workplaces shall be followed in every detail.

19. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITE.

The Principal Contractor shall designate a competent electrician in writing who shall control all electrical installations.

All temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site.

All Electrical machinery is inspected by the authorized operator or user on daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

The provisions of Regulation 5, 6 & 9 of the Electrical Installation Regulations shall be followed in every detail.

20. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

The Principal Contractor shall ensure that every employee is issued with, and wears SANS-approved P.P.E. as per the conducted risk assessment.

Failure to use protective equipment as per the risk assessment shall require disciplinary intervention and this process shall be documented in the induction.

No employer shall in respect of anything which he is in terms of this Act required to provide or to do in the interest of health or safety of an employee make any deductions from any employee's remuneration or require or permit any employee to make any payment to him or to any other person.

The provisions of Regulation 2 of the General Safety Regulations shall be followed in every detail.

21. OCCUPATIONAL HEALTH ANDSAFETY SIGNAGE

The Principal Contractor shall erect and maintain quality safety signage

The signage shall include but is not limited to:

- Traffic control signs.
- Emergency telephone number(s)
- PPE to be worn at the particular site
- When falling objects may occur, relevant barricading and warning signs must be erected

22. DUTIES OF PRINCIPAL CONTRACTORS AND CONTRACTORS

Contractors and sub-contractors must be given a copy of the H&S specification and any additional specification issued by the Client and shall comply with these specifications integrally. All employers working on the site shall conform to the standard in the CHSS. All the duties of the Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.

The Principal Contractor shall ensure that the comprehensive and updated list of all the contractors and sub-contractors on site includes:

- A reference to the agreements between the parties, including all contractors Section 37(2) agreements with the Principal Contractor
- The type of work being done
- The date of the approval of the H&S Plan
- The date of expiry of the COIDA certificate of good standing
- Appointments and competencies.
- Medical certification of employees.
- The date of the last monthly audit.

The provisions of Regulation 7 of the Construction Regulations shall be followed in every detail.

23. EXCAVATION WORK

- The Principal Contractor must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- The Principal Contractor shall take cognisance of the geotechnical study pertaining to the conditions of the construction site and must plan all excavation work in accordance with the recommendations of the professional engineer.
- The Principal Contractor must ensure that every excavation, including all bracing and shoring, is inspected daily, prior to the commencement of each shift and that no person enters the excavation or works in a risk zone until the excavation is assessed and declared safe.
- All excavations must be left open for the minimum of time required and those that are left open on the site must be protected by a barrier or a fence of at least one meter in height as close to the excavation as is practicable. The protective barrier or fence must adequately prevent persons from falling into the excavation and barrier taping is not sufficient for this purpose
- Excavation shoring and bracing, if required shall be designed by a designer appointed in writing who shall inspect and approve the installed shoring and bracing
- Where persons work, inspect or test excavations, warning signs must be in place next to an excavation

The provisions of Regulation 13 of the Construction Regulations shall be followed in every detail.

24. PUBLIC HEALTH AND SAFETY

The site shall at all times be secured to prevent the unauthorized access of persons to construction risk areas.

Appropriate health and safety signage shall be posted and access control to site must be exercised via a single access point.

All members entering the site must indicate in what capacity them visiting the site.

The access point must be designed and constructed to allow for temporary parking, entry of construction vehicles, entry of personnel transport vehicles and entry of individual workers and other persons.

The principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards from on-site activities and the precautions to be observed to avoid or minimize those risks

Visitors must only enter when accompanied by a responsible person designated by the Principal Contractor.

25. CONSTRUCTION EMPLOYEES FACILITIES

The Principal Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:
(a) Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
(b) at least one sanitary facility for each sex and for every 30 workers;
(c) changing facilities for each sex; and
(d) sheltered eating areas.

The provisions of Regulation 2, 3, 4, 6, 7, 9 of the Facilities Regulations shall be followed in every detail.

26. STORAGE AND USE OF FLAMMABLE LIQUIDS

No flammable substances must be stored on site unless these are stored in a flammable store or cabinet approved by the Municipal Chief Fire Officer, no other materials shall be stored in the flammable store or cabinet

Where required the H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used and stored on site.

The provisions of Regulation 25 of the Construction Regulations shall be followed in every detail.

27. HAZARDOUS CHEMICAL SUBSTANCE

With respect to hazardous chemical substances used, the contractor shall ensure that:

- All MSDS are included in the H&S File
- A HCS risk assessment is included in the H&S Plan
- The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement(s) included in the H&S Plan.

- Proof of competency and signed letters of appointment of the person responsible for chemical handling is included in the H&S File.

Any hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to an issue-based risk assessment and method statement which must be presented to the Client Agent prior to the substance being introduced on site.

The provisions of Regulation 3, 5, 7, 8, 9, 9A, 10, 11, 14, 15 of the Hazardous Chemical Substances Regulations shall be followed in every detail.

28. HOUSEKEEPING AND GENERAL SAFE GUARDING ON CONSTRUCTION SITE

The Principal Contractor shall appoint a person responsible for general housekeeping and stacking and storage of materials and equipment on the entire site.

The provisions of Regulation 27 of the Construction Regulations shall be followed in every detail.

29. CONSTRUCTION MEDICALS

A Principal Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3.

30. STACKING AND STORAGE ON CONSTRUCTION SITE

A Principal Contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that—

A competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;

*A*dequate storage areas are provided;

*T*here are demarcated storage areas; and *s*torage areas are kept neat and under control.

31. TOOLBOX TALKS AWARENESS

The Principal Contractor must ensure that the toolbox talks are conducted on weekly basis and the training records kept on the safety file

32. CONTIGENCY/EMERGENCY PLAN, PROCEDURE AND CONTACT NUMBERS

Principal Contractor shall prepare an emergency procedure which will address any emergency situation that is likely to occur on a project site.
The Emergency Preparedness Plan deals with the emergency situation as fast and efficiently as possible, to minimise loss of life, the protection of property and the maintenance of services necessary for the wellbeing of employees. The plan shall include valid local emergency contact numbers and must be easily accessible.

33. TRAFFIC MANAGEMENT PLAN.

PRIMARY RESPONSIBILITIES

PRINCIPAL CONTRACTOR
The following are the Principal Contractor's primary responsibilities for traffic accommodation

- Develop a traffic accommodation strategy and submit it for evaluation prior to commencement of work.
- This will be sent to the client for approval
- Included to the traffic management strategy must be drawings of how traffic will be managed
- Implement traffic accommodation measures in accordance with the traffic accommodation strategy.
- Ensure that all sub-contractors comply with the traffic accommodation strategy.
- Monitor the work zone to ensure that the traffic accommodation strategy is effective for both day and night time conditions during period of construction.
- Maintain all traffic control devices.
- Modify the traffic accommodation strategy if necessary. Take appropriate and timely action to correct any deficiencies by the contractor, in case of imminent danger, corrective action must immediate.
- All Traffic accommodation contractors shall have at least one First aider (Level 1) for each section of work.
- If the traffic Safety Officer have got the necessary first aid competency it will be accepted.
- It is also a recommendation and good practice that a Fire fighter be appointed for the site.
- Report all third party vehicle accidents immediately to the Client. Provide a copy of the completed accident report within 48 hours of the occurrence.
- On construction projects, submit completed daily reports of the traffic accommodation details (location, date, time, signs, barricades) on weekly basis.
- On construction projects attend meetings to address any concerns regarding the performance of the traffic accommodation strategy.
- Provide a knowledgeable individual at the work zone to maintain the traffic control devices and address any traffic accommodation issues which arises, the contractor must identify the individual at the pre-construction meeting.
- All traffic controllers must have the necessary competency to be able to control traffic.

The provisions of Southern Africa Development Community (SADC) Road Traffic Signs Manual Volume 2: Chapter 13 and eThekwini Transport Authority Road works signing shall be followed in every detail.

N.B: For more information please do not hesitate to contact Phumlani Mabaso on 078 4567 892 or 031 311 4160 or email Phumlani.mabaso@durban.gov.za

ANNEXURE A	
1. LEGAL APPOINTMENT LETTERS/ORGANOGRAMS	
1. Health and Safety Organogram	Site specific and legal appointments need to

	correspond with the organogram.
2. 16(1) CEO	Appointment letter signed off.
3. 16(2) Assistant CEO	Signed off with attached CV.
4. CR7 (1) (C)(V) Contractor appointment and 37.2 mandatory agreement.	Blank templates will be accepted at an approval stage.
5. CR 8(1) Construction Manager	Signed off with attached competencies and CV.
6. CR 8(2) Assistant construction Manager	Signed off with attached competencies and CV.
7. CR 8(7) Construction Supervisor	Signed off with attached competencies and CV.
8. CR 8(8) Assistant Construction Supervisor	Signed off with attached competencies and CV.
9. CR 8(5) Health and safety officer	Signed off with attached competencies, SACPCMP registration and CV available on file.
10 Health and Safety Consultant	Should a health and safety consultant be appointed on your behalf, Competency certificates, SACPCMP Registration, Mandatory agreement between Client and consultant, Letter of good standing, and PI insurance.
11. GAR 9(2) Incident Investigator	Signed off with attached competencies.
12. CR 9(1) Risk assessor	Signed off with attached competencies.
13. Sec 17(1) Health and safety representative	Blank templates will be accepted at an approval stage.
14. DMR 18 Operators	Blank template will be accepted at an approval stage.
15. DMR 18 Inspectors	Blank template will be accepted at an approval stage.
16. DMR 18(6) Lifting tackle Inspector	Blank template will be accepted at an approval stage.
17. CR 12 (1) Designer of temporary works	Signed off with attached competencies and attached CV.
18. CR 13 (1)(A) Excavation Supervisor	Signed off with attached competencies.
19. CR 23 (I)(D)(1) Construction Vehicle and mobile Plant (Operator and Inspector)	Blank template will be accepted at an approval stage.
20. CR 27,28 and 30 Housekeeping	Blank template will be accepted at an approval stage.
21. GSR 8 Stacking and Storage	Blank template will be accepted at an approval stage.
22. EIR 2 Electrical installations inspector	Blank template will be accepted at an approval stage.
23. EMR 9 Portable Electric tools	Blank template will be accepted at an approval stage.
24. EIR 11(2) Master Installations electrician	Blank template will be accepted at an approval stage.

25. HCSR/ CR 25 Hazardous chemical substances supervisor	Blank template will be accepted at an approval stage.
26. GSR 13(A) Ladder Inspector	Blank template will be accepted at an approval stage.
27. Hand tools inspector	Blank template will be accepted at an approval stage.
28. CR 29 Emergency Co-ordinator	Blank template will be accepted at an approval stage.
29. ER 9 Fire Equipment Inspector	Signed off with attached firefighting certificate.
30. GSR 3(4) First Aider	Signed off with attached first aid certificate.
31. Sec 19(3) Health and safety Chairperson	Blank template will be accepted at an approval stage.
32. Sec 19(1) Health and safety Committee member	Blank template will be accepted at an approval stage.
33. Flagman	Blank template will be accepted at an approval stage.
34. Construction employees facilities Inspector	Blank template will be accepted at an approval stage.

ANNEXURE 3

OCCUPATIONAL HEALTH AND SAFETY ACT, 85 of 1993 Construction Regulations. 2014

Medical Certificate of Fitness

Name of Employee ..... ID Number ..... Co Number .....

	***Possible Exposure** e.g. noise, heat, fall, risk, confined space, etc.	*** Job specific Requirement** e.g. Operating Mobile Crane, Digging Trenches, Erecting formwork & Support work, etc.	*** Protective Equipment** e.g. Dust respirator(Light Duty) Welding Gloves, etc.
**Occupation* *e.g. General worker , Welder, Bricklayer, Steel fixer, Mobile Crane, Operator, etc.*			

*** The employer to complete the information in the spaces marked with an before sending the employee for a medical examination**

Declaration by the Medical Examiner:

I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties by the employer in the matrix above.

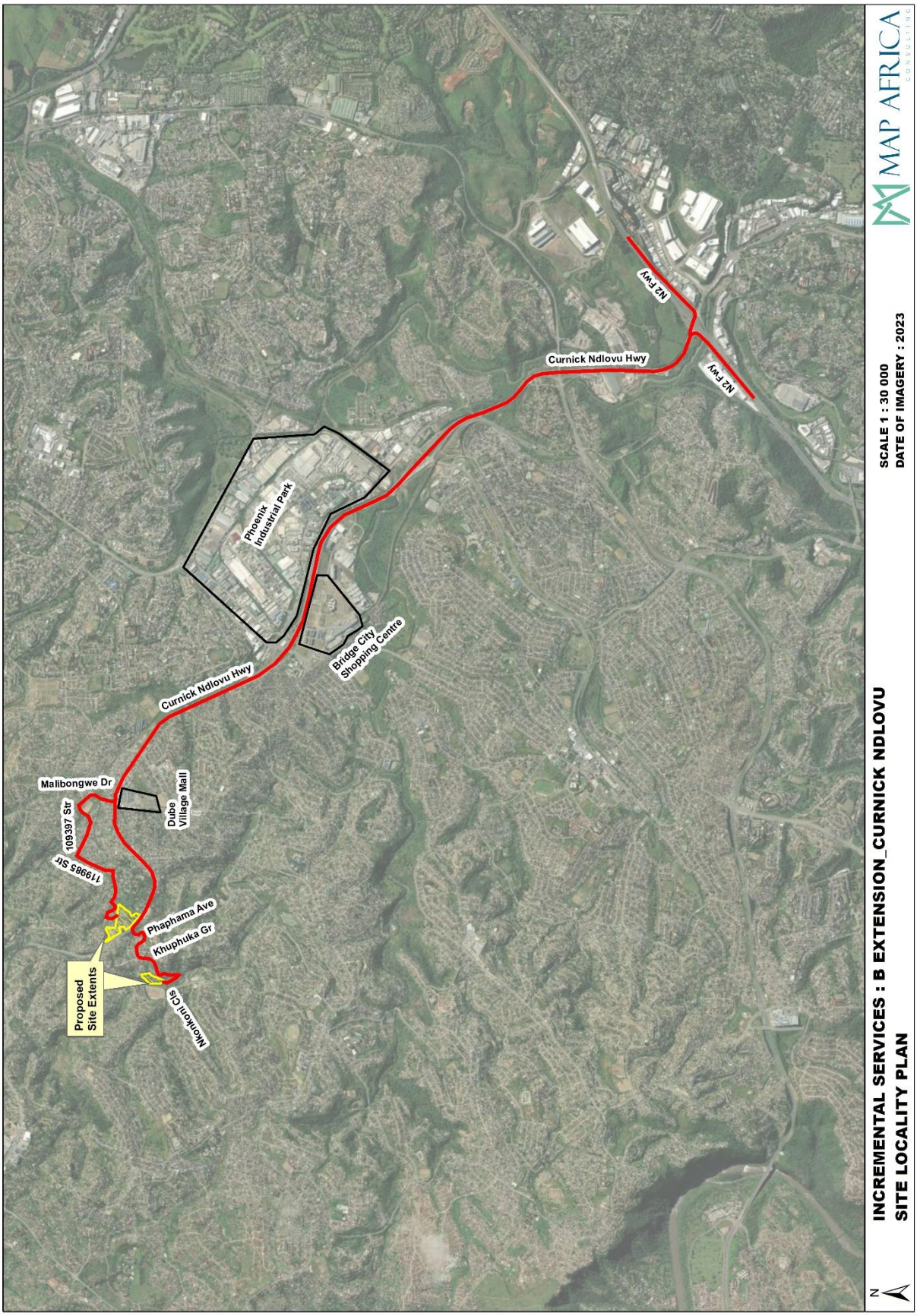
Occupational Medicine Practitioner/ Occupational Health Nursing Practitioner: (Please Print Name).....

Signature ..... Practice Number ..... Date .....

Address .....

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

C4.2.1 GENERAL

The Contractor should make every effort possible to walk and familiarise themselves with the site constraints, if any, and identify any potential issues which may arise and provide details of such to the Employer's Agent's Representative thereby allowing sufficient notice to assist, either by re-design or negotiation with the local community if required. This notice period shall not be more than 21 working days.

C.4.2.2 BOUNDARIES OF THE SITE

Each individual section of the work is typically a discrete location at the proposed location of the works, depending on the individual circumstances. Working conditions on each site are typically restrictive in nature with limited opportunity for laydown areas and the like.

If the Contractor chooses to establish a centralized camp, it is noted that this does not form part of the Site in terms of the conditions of contract.

C.4.2.3 ACCESS TO THE SITE

Access to the individual sites is expected to vary significantly from gentle to very steep grades. Some of the sites will be adjacent to normal public roads with easy access for delivery of materials etc. Other sites will be found in extremely congested locations with no practical access other than manual transportation, potentially over fairly significant distances.

It is usually possible to negotiate with the local community regarding access matters, but it is explicitly noted that some sites may be extremely awkward to access. It is noted that there can be significant health and safety concerns with respect to illegal (and therefore sub-standard and dangerous) electricity connections and water connections, a matter that must also be negotiated by the Contractor and the local community where necessary from an access perspective.

C.4.2.4 COMMUNITY CONSTRAINTS

Each Site will be subject to complexities relating to the involvement of the local communities. Some communities may be hostile to the works, and some communities may be obstructive to the Contractor's activities.

The project process will require the Contractor to appoint a Community Liaison Officer (CLO) to assist the Contractor in dealing with the local community and will also liaise with the local political structures as may be required.

The CLO will also assist the Contractor in obtaining local labour. Despite these project processes, the Contractor may find his activities obstructed for undefined durations on particular sites due to unforeseen community issues that arise. These matters will not be additional costs under the conditions of the contract.

C4.3 TEST RESULTS

There are no specific test results.