

ENGINEERING UNIT

ROADS AND STORMWATER MAINTENANCE

PRICED QUOTATION

QUOTATION NUMBER **7M-46969**

QUOTATION DESCRIPTION Repairs to stormwater infrastructure(Polymer)as
and when required for Umlazi B,C &D

Required CIDB Class : **2CE OR HIGHER**

Queries relating to these documents may be
addressed to the Employer's Agent :

Thembi Gumede
031 322 8372 (t)
Thembi.gumede@durban.gov.za

There will be no Clarification Meeting (advert
and document can be downloaded from
www.durban.gov.za Resource Centre Tenders
Page)

n/a
n/a
n/a

Quotations shall be delivered on or before : **Wednesday, 7 July, 2021** at or before **11:00**

**QUOTATIONS ARE TO BE DEPOSITED IN THE BOX PROVIDED IN THE
Supply Chain Management, Corporate Procurement Department, Archie Gumede
Place, Old Fort Complex, Durban**

FOR OFFICIAL USE ONLY

Tenderer Name :			CIDB Registered - Y N
			VAT Registered - Y N
	Price (excl)	VAT	Price (incl)
Submitted			
Corrected			

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Note : The words TENDER and QUOTATION are interchangeable throughout this procurement document.

PART T1 : TENDERING PROCEDURES**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

Reference is to be made to the front cover.

T1.2: TENDER DATA

These Standard Conditions of Tender are an abbreviated form of the CIDB Standard Conditions of Tender as found in Annex F of the Standard for Uniformity in Construction Procurement. The original clause numbering has been maintained.

F.1 GENERAL**F.1.1 Actions**

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

F.1.2 Tender Documents

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

F.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.

F.1.6 Procurement procedures

F.1.6.1 General - Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.2 TENDERER'S OBLIGATIONS**F.2.1 Eligibility**

F.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.

F.2.2 Cost of tendering

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.

F.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.

F.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.

F.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.

F.2.10 Pricing the tender offer

F.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 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.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. Erasures and the use of masking fluid are prohibited.

F.2.13 Submitting a tender offer

F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.2.15 Closing time

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.4 Opening of tender submissions

F.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.

F.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.

F.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.

F.3.8 Test for responsiveness

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

- complies with the requirements of these Conditions of Tender;
- has been properly and fully completed and signed; and
- is responsive to the other requirements of the tender documents.

F.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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work;
- significantly change the Employer's or the tenderer's risks and responsibilities under the contract; or
- 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.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 F.3.11 for:

- the gross misplacement of the decimal point in any unit rate;
- omissions made in completing the pricing schedule or bills of quantities; or
- arithmetical errors in:
 - line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - the summation of the prices.

The employer must correct the arithmetical errors in the following manner:

- Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- 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.
- 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

Apply the 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

F.3.11.2 Method 1: Price and Preference

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act, 2000.
- 4) A contract may only be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1)(f) of the PPPFA.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = 80 \times (1 - (P - P_m) / P_m)$$

where: N_{FO} : is the number of tender evaluation points awarded for the financial offer;
 P_m : is the comparative offer of the most favourable comparative offer.
 P : is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q : is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 : is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.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.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.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.

F.1.1 The employer: eThekweni Municipality as represented by the Department Deputy Head

F.1.2 Tender documents : The Tender Document and the Drawings (if applicable) shall be obtained from the Employer's Agent. The Tender Documents issued by the Employer comprise of the following documents:

- a) The Priced Quotation Document (this document);
- b) Drawings, if issued separately from this document;
- c) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (Short title "GCC 2015"). This document is obtainable separately, and Tenderers shall obtain their own copies.
- d) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- e) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document.
 - The Occupational Health and Safety Act and the Construction Regulations (2014);
 - The Construction Industry Development Board Act and the CIDB Regulations (as updated);
 - The Preferential Procurement Policy Framework Act (PPPFA) PPPFA Regulations (January 2017).
 - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
- f) The Tenderers shall make themselves familiar with the requirements of the following policies that are available on the eThekweni Internet Site:
 - Code of Conduct;
 - The Use of CLOs and Local Labour.

F.1.4 The employer's agent : Refer to the front cover of this document.

F.2.1 Eligibility : A Tenderer will not be eligible to submit a tender if:

- a) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- b) The tenderer fails to attend any compulsory site inspection (see F.2.7);
- c) The tenderer is not registered with the CIDB (at time of tender closing) for a CE class of construction work.
- d) The tenderer is not registered and in good standing with the compensation fund or with a licensed compensation insurer.
- e) The tenderer is a Joint Venture.
- f) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider.

F.2.7 Clarification meeting : Refer to the front cover of this document. If the clarification meeting is compulsory, Tenderers must sign the attendance list in the name of the tendering entity. Addenda will only be issued to those tendering entities appearing on the attendance list, to the email / fax contact details as completed by the tenderer.

F.2.13 Submitting a tender offer : Refer to the front cover of this document.

- a) Tender offers shall be submitted as an original only.
- b) Identification details to be shown on each tender offer package are:
 - Contract No. : 7M-46969
 - Contract Title : Repairs to stormwater infrastructure(Polymer)as and when required for Umlazi B,C &D
- c) Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 Closing time : Refer to the front cover of this document.

- F.2.16 Tender offer validity :** 84 days from the closing time for submission of tenders.
- F.2.23 Certificates :** Refer to [Part T2.1](#).
- F.3.4 Opening of Tender Submissions :** Tenders will be opened immediately after the closing time for tenders, at the same location as where the tenders are submitted.
- F.3.8 Test for responsiveness :** Tenders that do not include a valid (at time of tender closing) Tax Clearance Certificate will be deemed non-responsive.
- F.3.11 Evaluation of Tender Offers :** The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current Supply Chain Management Policy and the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).

Enquires 7M-46969, 7M-46970 & 7M-46971 are of the same nature and will be evaluated and awarded simultaneously. It is the intention of the Department to, where practical; limit the number of enquiries that may be awarded to any one tenderer to one contract per tenderer.

The procedure for the evaluation of responsive tenders is [Method 1](#)

Preference points (max 20) will be awarded according to the Tenderer's BBBEE Status Level of Contributor:

- | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|
| ● Level 1 : 20 points | ● Level 2 : 18 points | ● Level 3 : 14 points | ● Level 4 : 12 points |
| ● Level 5 : 8 points | ● Level 6 : 6 points | ● Level 7 : 4 points | ● Level 8 : 2 points |

F.3.13 Acceptance of tender offer

Further to F.2.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters as a person prohibited from doing business with the public sector;
- The tenderer has not Abused the Employer's Supply Chain Management System, or Failed to perform on any previous contract and has been given a written notice to this effect;
- The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- The 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 additional conditions of tender are:**F.2.24 Appeals**

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

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN

4000

F2.25 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.

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

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Certificate of Attendance at Clarification Meeting

Authority of Signatory

Declaration of Municipal Fees

Declaration With Respect To The Occupational Health And Safety Act

Cosolidated Municipal Bidding Documents, comprising:

- MBD2 : Tax Clearance Certificate Requirements
- MBD4 : Declaration of Interest
- MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations
- MBD8 : Declaration of Bidder's Past SCM Practices
- MBD9 : Certificate of Independent Bid Determination

Experience of Tenderer and Current Projects

Proposed Organisation and Staffing

Key Personnel

Experience of Key Personnel

Preliminary Programme and Methodology

Construction Approach, Methodology, and Quality Control

Contractor's Health and Safety Plan /Quality Plan

Form of Offer

Bill of Quantities

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality, the following must be completed and submitted prior to the submission of tenders:

- Application for Registration on the eThekweni Municipality Procurement Database.
- Application for Targeted Enterprise Status.

These documents are available from Room 614, 6th Floor, 166 KE Masinga Road, Durban.

T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 follow.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

There will be no clarification Meeting. Contractors are to download and print the documents from the eThekweni website.

AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	SOLE PROPRIETOR	<input type="checkbox"/>
Refer to Notes at the bottom of the page							

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Quotation : 7M-46969 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

DECLARATION OF MUNICIPAL FEES

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

(full name of Company / Close Corporation / Partnership / Sole Proprietary)

(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 No.

[illegible]

Electricity

[illegible]

Water

[illegible]

Rates

[illegible]

Other

[illegible]

Other

[illegible]

Other

[illegible]

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.

ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

SIGNATURE _____

DATE:

(of person authorised to sign on behalf of the Tenderer)

DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act : 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 any associated / applicable Regulations.

Declaration by Tenderer / Bidder

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act, and accept that my bid / tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME : (Block Capitals)

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

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

<p>The following SECTIONS are required to be completed as part of this procurement document</p>
--

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information.....	Yes
B	MBD2 : Tax Clearance Certificate Requirements.....	Yes
C	MBD4 : Declaration of Interest.....	Yes
D	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations.....	Yes
E	MBD8 : Declaration of Bidder's Past SCM Practices	Yes
F	MBD9 : Certificate of Independent Bid Determination	Yes
G	Confirmations, Authorities, Certifications, Acknowledgements and Signatures.....	Yes

NOTES

- MSCM Regulations: "in the service of the state" means to be:
 - a member of –
 - any municipal council;
 - any provincial legislature; or
 - the national Assembly or the national Council of provinces;
 - a member of the board of directors of any municipal enterprise;
 - an official of any municipality or municipal enterprise;
 - 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);
 - a member of the accounting authority of any national or provincial public enterprise; or
 - 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.
- Includes price quotations, advertised competitive bids, limited bids and proposals.
- 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.

<u>Ref</u>	<u>Description</u>	<u>Complete or Circle Applicable</u>
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SECTION A : GENERAL ENTERPRISE INFORMATION

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance
Status PIN :2.8 National Treasury Central Supplier Database
registration number

MAAA

3.0 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

Ref	Description	Complete or Circle Applicable
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SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach an original, valid, Tax Clearance Certificate to the inside back cover of this procurement document OR insert a Tax Compliance Status PIN in Section A (2.7)

SECTION C : MBD 4 : DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state". 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars :		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars :		
3.0	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars :		
4.0	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars :		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars :		
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars :		
7.0	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?	YES	NO
	If yes, furnish particulars :		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A .		

Ref	Description	Complete or Circle Applicable
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SECTION D : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (January 2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or, if an EME, a sworn affidavit confirming a) Annual Total Revenue of R10 million or less, and b) Level of Black ownership, or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The Employer reserves the right to require of a tenderer, 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 Employer.

DECLARATION

1.0 B-BBEE Status Level of Contribution claimed:

Will any portion of the contract be sub-contracted?

YES NO

If YES, indicate:

(i) what percentage of the contract will be subcontracted?

(ii) the name of the sub-contractor? Name :

(iii) the B-BBEE status level of the sub-contractor?

YES NO

(iv) whether the sub-contractor is an EME?

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

SECTION E : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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).

In order to give effect to the above, the following questions must be answered.

1.0	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?	YES	NO
	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.		
	If yes, furnish particulars :		
2.0	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)?	YES	NO
	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.		
	If yes, furnish particulars :		
3.0	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
	If yes, furnish particulars :		
4.0	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
	If yes, furnish particulars :		
5.0	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
	If yes, furnish particulars :		

Ref	Description	Complete or Circle Applicable
SECTION F : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION		
<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>The following 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.</p> <p>In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:</p>		

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 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;
- 5.0 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; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
- 7.0 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.

SECTION G : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 6 pages) are within my personal knowledge and are to the best of my belief both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed

Date

Name

Position

EXPERIENCE OF TENDERER and CURRENT PROJECTS

Acceptable Response : To have successfully completed (ie. on time and to specification) projects of a similar value and being similar or more complex in nature in relation to the Scope of Works, over the past three (3) years.

The following is a statement of works of similar or more complex nature (in relation to the Scope of Works), , executed (within the past 3 years) or is currently being executed by myself / ourselves.

CONTACT PERSON (EMPLOYER / CONSULTANT) AND TELEPHONE NUMBER	CONTRACT NUMBER / DESCRIPTION NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

NAME :

(Block Capitals)

SIGNATURE :

(of person authorised to sign on behalf of the Tenderer)

DATE:

PROPOSED ORGANISATION and KEY PERSONNEL

Acceptable Response : Organisational structure deemed to be sufficient to effectively carry out the contract. Foreman must have at least 3 years relevant experience.

Proposed Organisation

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

The tenderer must attach his / her organization and staffing proposals to this page. In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines.

Key Personnel

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

Each CV should be structured under the following headings:

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

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

NAME : (Block Capitals)

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

The tenderer must attach the Organization and Staffing proposals, Organogram, and CV's of the Key Personnel to this page.

CONSTRUCTION METHODOLOGY, PRELIMINARY PROGRAMME & QUALITY CONTROL

Acceptable Response : Method Statement and Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in accordance with the time for achieving Practical Completion. Quality control measures are adequate and applicable to those required by the Scope of Works.

Construction Approach and Methodology

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

Preliminary Programme

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The programme must be based on the completion time as specified in the Contract Data.

Quality Control

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

NAME : (Block Capitals)

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

The tenderer must attach the Construction Methodology Statement, Preliminary Programme, and Quality Control information to this page.

CONTRACTOR'S HEALTH AND SAFETY PLAN

Acceptable Response : Statement provides a brief description for at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (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 5);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. The successful Tenderer shall submit a Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act (1993) Construction Regulations 2014.

NAME : (Block Capitals)

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

**The tenderer must attach a brief overview of the tenderers perception
on the safety requirements for this contract to this page.**

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: 7M-46969

Contract Title: Repairs to stormwater infrastructure(Polymer)as and when required for Umlazi B,C &D

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:**

Amount (excl VAT) (1)	VAT (if VAT registered) (2)	Total Amount (1) + (2)
R	R	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) :

Date : 20... 20... ..

Witness:

Signature :

Name(in capitals) : :

Notes :

* Indicates what information is mandatory.

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

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

***Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

Signature (of person authorized to sign the tender):

Name (of signatory in capitals) :

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

This Form will be completed by the Employer

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

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

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

FOR THE TENDERER**FOR THE EMPLOYER**

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

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

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

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

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

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is **One month**

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

1.1.1.16 The name of the Employer's Agent is: **Thembi Gumede**

1.1.1.26 The Pricing Strategy is by Re-measurement Contract.

1.2.1.2 The address of the Employer is:

- Physical : **ROADS AND STORMWATER MAINTENANCE : Municipal Centre 166 K.E. Masinga Road, DURBAN, 4001**
- Postal : **ROADS AND STORMWATER MAINTENANCE : Municipal Centre 166 K.E. Masinga Road, DURBAN, 4000**
- Telephone : **031 311 7429**
- Fax : **031 466 8661**

1.2.1.2 The address of the Employer's Agent is:

- Physical : **ROADS AND STORMWATER MAINTENANCE : 55 Smith Drive, Bluff, 4032**
- Postal : **ROADS AND STORMWATER MAINTENANCE : Municipal Centre 166 K.E. Masinga Road, DURBAN, 4000**
- Telephone : **031 322 8515**
- Fax : **-**
- e-mail : **thembi.gumede@durban.gov.za**

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)**
- **Indemnity Form**
- **Acceptance of Undertaking (ITO the OH&S Act)**
- **Appointment and Acceptance Of Appointment as Responsible Person (ITO the OH&S Act)**

5.3.2 The time to submit the documentation required before commencement with Works execution is **7 Days**.

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

The special non-working days are:

- 1) All statutory holidays as declared by National or Regional Government.
- 2) The year-end break that commences on the first working day after 15 December. Work resumes on the first working day after 5 January of the next year.
- 3) Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

5.12.2.2 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 Engineer'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.

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

5.13.1 The penalty (per Day) for failing to complete the Works is: **R500.**

5.16.3 The latent defect period is **not applicable.**

6.2.1 For contracts of value less than or equal to R 1m (incl. VAT) the liability of the Performance Guarantee shall be **Nil.**

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

- 1) 80% of the gross remuneration of workmen and foremen actually engaged in the daywork;
- 2) 20% on the net cost of materials actually used.

6.8.2 Contract Price Adjustment is **not applicable.**

6.8.3 Price adjustments for variations in the cost of **Bitumen** 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 40/50 grade bitumen from the Durban Engen Refinery, 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%.**

6.10.3 The percentage retention on the amounts due to the Contractor is 10%. The limit of "retention money" is 5% of the Contract Sum. 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 is **Nil.**

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **Nil.**

8.6.1.2 SASRIA Coupon Policy (Special Risks) : **not required.**

8.6.1.3 The limit of indemnity for liability insurance is **not applicable**

8.6.1.5 **No requirements.**

10.5.1 Dispute resolution is to be by means of **ad-hoc adjudication.**

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 :

E-Mail address :

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**C1.2.3.1 COMMUNITY LIAISON OFFICER**

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

The contractor will be required to employ local labour as specified in Council Policy “The use of CLOs and Local Labour” referred to in Clause F.1.2 of the Tender Data. 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 the specified Ward. 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 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Engineer’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 **initial information** required is: Initials (as per ID document), Last Name (as per ID document), ID Number, Disability (y/n), Education Level, and Category of Employment. **Monthly information** required is : 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, 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). The Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent.

C2.1 : PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents.

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 Engineer'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.

C2.1.4 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.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10 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 Engineer 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.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will

be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section (Section 1) 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

(a) 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:

- the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- 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.

(b) 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.

BILL OF QUANTITIES**SECTION 1 PRELIMINARY AND GENERAL****PART AA PRELIMINARIES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS AB.2.4	Provision of CLO	PC Sum	5000	1.00	5,000.00

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.14.3	Submission of the Health and Safety file	PC Sum	5000	1.00	5,000.00

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL

R

SECTION 2 REMOVAL TO SPOIL**PART B SITE CLEARANCE**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS B.8.18.1	Removal of spoil from inside and outside Inlet	m3	5		
2	PS B.8.23.1	Removal of damaged 4x4 + lid	no.	10		
3	PS B.8.23.1	Removal of damaged Splays	no.	10		
4	PS.B.8.23.1	Removal of damaged Concrete Beams and Bollards	no.	15		
5	PS B.8.23.1	Removal of damaged Brickwork	no.	5		
6	PS B.8.23.1	Removal of damaged Kerbs (All Types)	m	15		

TOTAL CARRIED TO SECTION 2 SUMMARY: REMOVAL TO SPOIL

R

SECTION 3 KERBS AND HAUNCHING**PART EF KERBS AND HAUNCHES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS EF.8.3	Supply and install figure 6 barrier /mountable kerbs	m	10		
2	PS EF.8.3	Supply and install figure 2 barrier/ mountable kerbs	m	10		
3	PS EF.8.4	Construction of concrete channels/fillet/apron/V-drain/U-drain	m3	2		
4	PS EF.8.4	Construction of Cast In-situ Kerbs	m3	0.5		

TOTAL CARRIED TO SECTION 3 SUMMARY: KERBS AND HAUNCHING

R

SECTION 4 SUPPLY AND INSTALL PRECAST PRODUCTS**PART PH MANHOLES and APPURTENANT DRAINAGE WORKS**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS PH.8.10.1	Supply and install 1200X1200mm compressed polymer cover(catchpit slab) and lid	no.	10		
2	PS PH.8.10.2	Supply and install 1200X1200mm compressed polymer splay (left/right compatible)	no.	15		
3	PS PH.8.10.3	Supply and install 1200X1200mm compressed polymer inlet Kerb	no.	25		
4	PS PH.8.5.6.7	Supply and install support concrete beams	no.	20		
5	PS PH.8.5.7.8	Brickwork where required	no.	5		
6	PS PH.8.5.6.9	Supply and install type 2A frame and lid HD	no.	1		
7	PS PH.8.5.6.10	Supply and install concrete bollard	no.	1		
8	PS PH.8.10.4	Supply and Install front Grating 1000mm x 200mm x 50mm	no.	25		

TOTAL CARRIED TO SECTION 4 SUMMARY: SUPPLY AND INSTALL PRECAST PRODUCTS**R**

SUMMARY OF BILL OF QUANTITIES**Section**

1	PRELIMINARY AND GENERAL		R	_____
AA	PRELIMINARIES	R	_____	
AH	OCCUPATIONAL HEALTH and SAFETY	R	_____	
2	REMOVAL TO SPOIL		R	_____
B	SITE CLEARANCE	R	_____	
3	KERBS AND HAUNCHING		R	_____
EF	KERBS AND HAUNCHES	R	_____	
4	SUPPLY AND INSTALL PRECAST PRODUCTS		R	_____
PH	MANHOLES and APPURTENANT DRAINAGE WORKS	R	_____	
SUB TOTAL				R _____
ADD VAT (15%) - (only if a registered VAT Vendor)				R _____
TOTAL CARRIED TO FORM OF TENDER				R _____

C2.2 : BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 03 pages.

PART C3 : SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	39
C3.2 PROJECT SPECIFICATIONS	41
C3.3 STANDARD / PARTICULAR SPECIFICATIONS	44
C3.3.1 Listing of the Standard / Particular Specifications	
C3.3.2 Amendments to the Standard Specifications	
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C3.5.1 Contract Drawings / Details	
C3.5.2 Standard Drawings	

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

This specification covers requirements for the provision of the removal of existing stormwater infrastructure and replacing using compressed polymer products that hold a SABS certification and conforms to the SANS 1882:2003 standard, as and when instructed to do so by the Engineer or his/her representative.

This contract includes the following work:

1. The removal of damaged covers, lids, splays, support beams, bricks, concrete, bollards and kerbs
2. The disposal of all damaged materials at approved tip.
3. Cleaning and removal of all waste and unwanted material from the chamber / inlet / manhole
4. Supply and Installation of compressed polymer inlet kerb, new covers, lids and splays.
5. Supply and install concrete support beams
6. Construction of cast in-situ kerbs
7. Construction of cast in-situ channel/fillet/apron/V-drain/U-drain
8. Supply and installation of brickwork where required
9. Supply and installation of concrete kerbs and bollards where required

The contractor shall ensure that the:

- Substructure or loadbearing walls is re-instated in good condition to marry up with Concrete Support Beams and Kerb Inlet Beam levels.
- Kerb Inlet Beams are securely bedded in concrete at all 3 posts.
- All Slabs/Splays rest on even surfaces and support beams.
- Supporting elements are free of Debris/Stone
- Outside edges of Slabs and Splays are locked in with correct concrete mix and then finished with paving or asphalt or desired finish.

NB: All work is under traffic conditions and the contractor shall provide the proper safety, signs and barricades to indicate that construction is taking place.

Targets: Complete a minimum of 3 full installations per day, subject to issued job cards. Contractor is to ensure allocation of sufficient resources to meet these requirements.

Safety

All workers are to have:-

- Safety boots, gum boots
- Safety Gloves
- Overalls
- Reflective Jackets
- Dust Masks
- Traffic signs, cones, barriers

All work is under traffic conditions and the contractor shall provide the proper health and safety requirements.

All work done shall be in accordance with the eThekweni Municipality's Standard Engineering Specifications.

All work done shall be subject to and in conformity with the Council's Bylaws.

Communication: The Contractor shall:

1. Accept and attend to site instructions as and when required as per the requirements of the Department.
2. Contact the Clerk of Works for the verification of the works required to be completed,
3. Contact the Clerk of Works every morning regarding the days planned activities,
4. Contact the Clerk of Works to check quality of the works, material and verify measurements,
5. Attend progress meetings with the Clerk of Works, Project Technologist and Manager as required,
6. Ensure open lines of communication and respond to all correspondence issued by the Clerk of Works and Project Technologist via telephone, email, written, ETC.

Submissions: The Contractor shall submit the following to the Project Technologist:

1. Proxy letter for any contractor employee attending meetings, accepting instruction, signing official documentation,
2. Programme of works in compliance with the Targets to be submitted within 2 days of each site instruction issued;
3. Contractor Daily dairy (working and non-working days) signed off by Clerk of Works and Contractor daily to be submitted progressively;
4. Measurement sheet signed off by Clerk of Works and Contractor to be submitted progressively;
5. Before and after photographs of the site for each job card completed to be submitted on the completion of each job card,
6. CLO Proof of employment contract and ID to be submitted prior to commencement of works;
7. CLO Time sheet/daily site register and proof of payment to be submitted progressively;
8. Original Delivery Notes for all material used on site to be submitted on the on the day the material is being used on site per job card;
9. Original Dump Slips for all spoil generated and disposed of from site to be submitted on day day spoil is being disposed off per job card;
10. EPWP form for all staff on site to be submitted on completion of contract.
11. Approved Occupational Health and Safety File

C3.1.2 Description of Site and Access

The location of work will be located within Umlazi and surrounding areas however, the contractor maybe asked to move to other areas within the South Central Region of eThekweni Municipality, depending on where the work arises
All work is under traffic conditions

C3.1.3 Nature of Ground and Subsoil Conditions

There is no specific

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 Engineer before the execution of the work under the relevant item.

C3.2.1 GENERAL

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

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**).

Requirements for Accommodation of Traffic

Accommodation of traffic, where applicable, shall comply with **SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor**. 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 South African Road Traffic Signs Manual - Volume 2 : Roadworks Signing"**.

Payment

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

PS.2 SERVICES

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.

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

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.2.1 Watermains

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.

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 any existing watermain 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.

PS.2.2 Sewers / Stormwater

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.2.3 Electrical Plant

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables may be affected by the contract.

PS.3 MANAGEMENT OF THE ENVIRONMENT

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 Engineer 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.

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

PS.4 OCCUPATIONAL HEALTH AND SAFETY

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.

The Contractor shall submit a Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 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.

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.5 APPROVED TIP

The approved tip is the Municipal refuse dump.

The Contractor may only use other land as a tip site with the PRIOR WRITTEN APPROVAL of both the Engineer and the landowner.

The Contractor is required to prove when spoil is being dumped. Weighbridge slips will be the only acceptable proof in the case of the Municipal refuse dump. The spoil should be removed within 24 hours of cleaning, and at the end of every shift.

Should the Contractor fail to comply with these requirements, then charges may be levied for dumping, for which the Contractor shall not be reimbursed.

C3.3 : STANDARD / PARTICULAR SPECIFICATIONS

C3.3.1 The Specifications on which this contract is based are the eThekwin 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	
Standard Specifications			
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
EF	Kerbs and Haunches	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
Particular Specifications			
AH	OHSA 2014 Safety Specification		2014
EMP	Standard Environmental Management Plan for Civil Engineering Construction Works		

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.

ADDITIONAL CLAUSES

AB: GENERAL SPECIFICATIONS

Add new clause

PS AB.2.4 Provision for a Community Liaison Officer

As per C1.2.3.1 (additional conditions of contract) Provision for a Community Liaison Officer payment shall be processed based upon submissions by the contractor; the time sheet/daily site register that has been signed by both CLO and Contractor indicating the hours/days worked by the CLO as well as proof of employment contract, a certified copy of CLO Identity Document and sworn affidavit prepared by CLO indicating the hours/days worked and amount of monies paid for CLO services. The unit of measurement shall be PC Sum.

PART AH: OHSA SAFETY SPECIFICATION

PS AH.14.3.1 Submission of the Health and safety file

An Occupational Health and Safety file (**Covid 19 compliant**) must be submitted by the contractor to the Ethekwini Municipality Safety Officer within seven (7) days of receiving the award letter. The contractor is required to submit proof that the Occupational Health and Safety file has been submitted to the Safety Officer and they have been issued with an approval letter for the Occupational Health and Safety file. Payment shall be processed upon submissions of the approved Occupational Health and Safety file and completion of the works. The unit of measurement shall be PC sum.

B: Site Clearance

Add new clause

PS B.5.8.1 Remove damaged covers, lids, splay, beams, bollards, kerbs and brickwork to spoil.

The contractor shall be responsible for the removal, transportation and disposal of the damaged item to an approved tip where necessary upon instruction from the Engineer.

Add new clause

PS B.5.8.2 Remove spoil from inside and outside inlet to spoil.

The contractor shall be responsible for the removal, transportation and disposal of spoil in and around the inlet to an approved tip where necessary upon instruction from the Engineer. The unit of measurement shall be per meter cubed.

EF: Kerbs and Haunches**Add new clause****PS EF.5.1.3.1 Supply and Installation of pre-cast concrete kerbs**

The contractor shall supply and install each item of kerbs as described in the bill including reinstating and making good the surrounding surfaces where necessary upon instruction from the Engineer. The unit of measurement shall be per meter supplied and installed. The contractor is to replace the kerbs accordingly to match the existing (Including 150mm x 150mm concrete haunching behind kerbing at joints). The rate shall include all installation requirements as per the Standard Specifications.

Add new clause**PS PH.5.1.3.2 Construction of channel/fillet/apron/V-drain/U-drain**

The contractor is to construct a new channel/fillet/apron/V-drain/U-drain to replace the damaged section/s in accordance with the EThekweni municipality's standard drawings. The grade of concrete for all cast in-situ work shall be 20/13 Mpa as specified in Part 'C': Concrete Works of EThekweni Standard specifications. The unit of measurement shall be the meter cubed (m3) and the rate shall cover labour including supervision, all material, equipment, excavation, loading, mixing & laying, jointing, concrete foundation, setting out, float finishing, disposal of concrete spoil and housekeeping. The contractor shall be responsible for the construction of channel/fillet/apron/V-drain/U-drain upon instruction from the Engineer.

Add new clause**PS EF.5.1.3.3 Construction of cast in-situ concrete kerbs**

The contractor is to construct a new cast in-situ concrete kerbs to match existing profile where necessary upon instruction from the Engineer. The grade of concrete for all cast in-situ work shall be 20/13 Mpa as specified in Part 'C': Concrete Works of EThekweni Standard specifications. The unit of measurement shall be the meter cubed (m3) and the rate shall cover labour including supervision, all material, equipment, excavation, loading, mixing & laying, jointing, concrete foundation, setting out, float finishing and housekeeping.

PH: Manhole and appurtenant drainage works**Add new clause****PS PH.5.9.1.1 Supply and install 1200X1200mm compressed polymer cover and lid**

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer cover and lid product that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.2 Supply and install 1200X1200mm compressed polymer splay (left/right compatible)**

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer splay product (left/right compatible) that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.3 Supply and install 1200X1200mm compressed polymer inlet curb**

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer inlet curb product that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.4 Supply and install FRP Gratings 1000mm x 200mm x 50mm**

The contractor shall be responsible for the supply and laying of the FRP Gratings where necessary upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.5 Supply and install concrete beam**

The contractor shall be responsible for the supply and laying of the brickwork including mortar where Necessary upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.6 Supply and install brickwork**

The contractor shall be responsible for the supply and laying of the concrete beam including mortar where necessary upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.7 Supply and install type 2A frame and lid HD**

The contractor shall be responsible for the supply and laying of the type 2A frame and lid including mortar where necessary upon instruction from the Engineer.

Add new clause**PS PH.5.9.1.8 Supply and place concrete bollard.**

The contractor shall be responsible for the supply and installation of concrete bollard (810mm) with 250mm base. including all excavation, preparation, concrete materials upon instruction from the Engineer.

MEASUREMENT AND PAYMENT

Part B: SITE CLEARANCE

Add new clause

PS B.8.18.1 Removal of spoil

The contractor shall be responsible for the removal and disposal of spoil inside the stormwater chamber as and when instructed to do so, including dumping, sand, silt, debris, asphalt haunching. The unit of measurement shall be the number of chambers cleaned (no.) for the spoil removed as per instruction issued by the engineer or representative, to an approved tip. The rate shall cover all supervision, plant; labour, equipment, loading, transporting to the approved tip and dumping, protection and incidentals necessary to complete the work as specified, as well as all communication and submissions required.

Add new clause PS B.8.23.1 Remove damaged covers, lids, splays, beams, bollards, kerbs and brickwork to spoil.

The unit of measure for the removal of kerbs shall be meter (m) length of any type of kerb.

The unit of measurement shall be per number (No.) for the covers, lids, splays, beams, bollards and bricks.

The removal of the items shall be carried out in accordance with the site instructions issued by the Engineer. The rate quoted shall cover removal, loading, transporting to the approved tip and dumping within 24 hours as well as all communication and submissions required.

EF: Kerbs and Haunches

Add new clause

PS EF.8.3 Supply and Installation of Figure 2, Figure 6 Precast kerbs. All kerbs include full length haunching.

The unit of measurement shall be per meter (m) for all precast kerbs installed, and the rate shall cover the excavation, preparation, supply and installation of precast kerbs and all jointing materials and haunching full kerb length. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.

Add new clause

PS EF.8.4 Construction of concrete channels/fillet/apron/V-drain/U-drain and cast in-situ kerbs

The unit of measurement shall be per meter cubed (m3) for all concrete installed, and the rate shall cover the excavation, removal of spoil, preparation, supply and installation of concrete and all jointing materials and haunching full kerb length. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.

PH: Manhole and appurtenant drainage works

Add new clause

PS PH.8.10.1. Supply and install 1200X1200mm compressed polymer cover and lid

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer cover and lid product that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer. The rate shall cover the cost for preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements to complete the works as well as all communication and submissions required. Unit of measurement shall be No.

Add new clause**PS PH.8.10.2 Supply and install 1200X1200mm compressed polymer splay (left/right compatible)**

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer splay product (left/right compatible) that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer. The rate shall cover the cost for preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements to complete the works as well as all communication and submissions required. Unit of measurement shall be No.

Add new clause**PS PH.8.10.3 Supply and install 1200X1200mm compressed polymer inlet Kerb**

The contractor shall be responsible for the supply and installation of 1200X1200mm compressed polymer inlet curb product that holds a SABS certification and conforms to the SANS 1882:2003 standard upon instruction from the Engineer. The rate shall cover the cost for preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements to complete the works as well as all communication and submissions required. Unit of measurement shall be No.

Add new clause**PS PH.8.10.4 Supply and install 1200X1200mm compressed polymer inlet Kerb**

The contractor shall be responsible for the supply and installation of FRP Grating 1000mm x 200mm x 50mm and conforms to the standard upon instruction from the Engineer. The rate shall cover the cost for preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements to complete the works as well as all communication and submissions required. Unit of measurement shall be No.

Add new clause**PS PH.8.5.6.7 Supply and install support concrete beams**

The unit of measurement shall be per numbers (No.) for the supply and installation of support concrete beams. The rate shall cover the cost for preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.

Add new clause**PS PH.8.5.6.8 Brickwork**

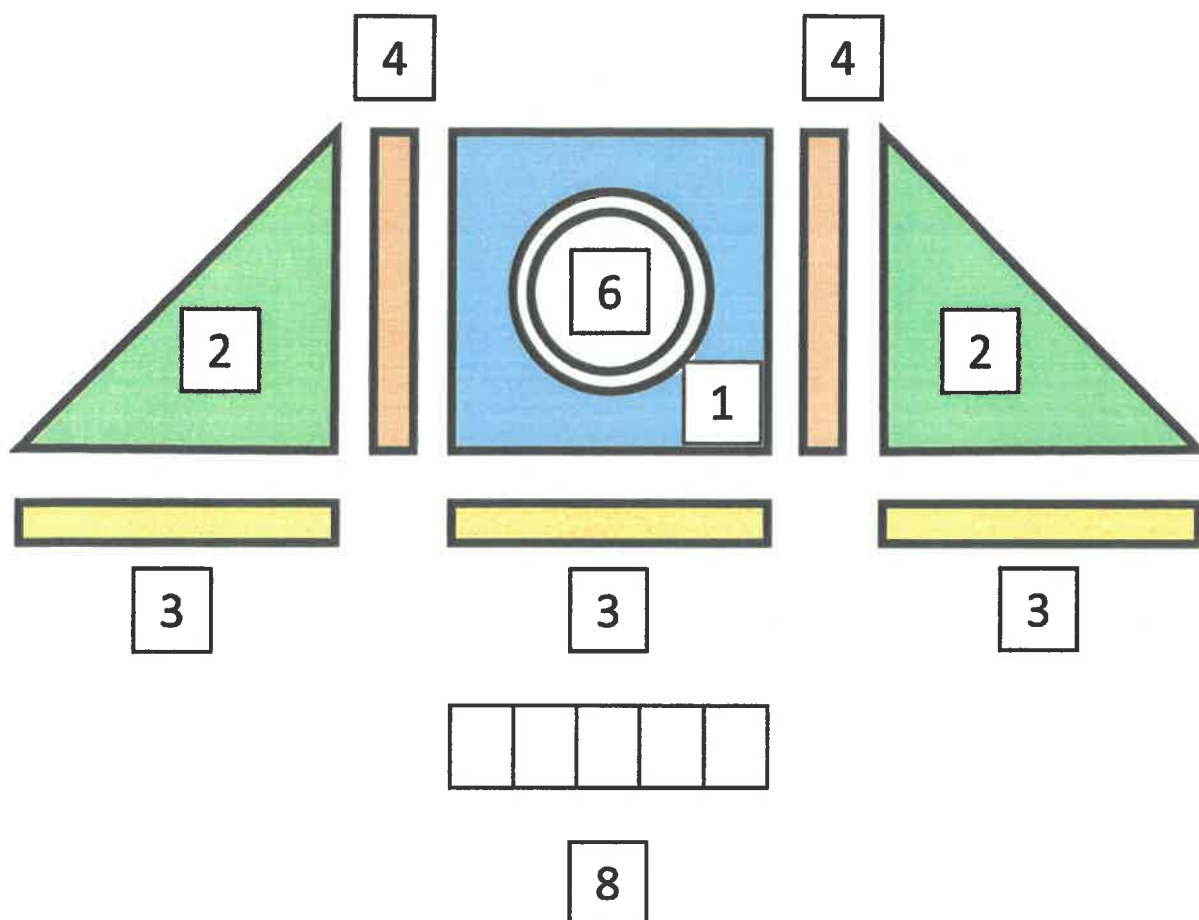
The unit of measurement shall be per number (No.) for bricks supplied and laid. The rate shall cover the cost for preparation, supply materials, installation and all jointing materials in accordance with the Engineer's instruction. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.

Add new clause**PS PH.8.5.6.9 Supply and install type 2A frame and lid HD**

The contractor shall be responsible for the supply and laying of the type 2A frame and lid including mortar where necessary upon instruction from the Engineer. The unit of measurement shall be per number (No.) for the supply and installation. The rate shall cover the cost for excavation, preparation, supply materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.

PS PH.8.5.6.10 Supply and install concrete bollard.

The unit of measurement shall be per number (No.) for the supply and installation of concrete bollard. The rate shall cover the cost for excavation, preparation, supply precast and concrete materials and installation in accordance with the Engineer's instruction. The rate shall include all installation requirements as per the Standard Specifications as well as all communication and submissions required.



ITEM NO.	DESCRIPTION
1	1200 X 1200mm Compressed Polymer Cover and Lid
2	1200 X 1200mm Compressed Polymer Splay – left and Right
3	1200 X 1200mm Compressed Polymer Inlet Kerb
4	Concrete Beams
6	Type 2A Frame and Lid (H/Duty)
8	Front Grating 1000mm x 200mm x 50mm

C3.4 : CONTRACT AND STANDARD DRAWINGS**C3.4.1 CONTRACT DRAWINGS / DETAILS**

Refer to eThekweni Standard Drawings

C3.4.2 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
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38577	Kerbing Details	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990

PART C4 : SITE INFORMATION

C4.1 LOCALITY PLAN

There is no specific locality plan.

C4.2 CONDITIONS ON SITE

Works may be conducted in areas with:

- Excess water discharge
- Sewer surcharge
- Silt and debris
- Exposed electricity cables
- Informal settlements

C4.3 TEST RESULTS

The SABS data sheets for materials supplied on site.

Cube Tests required for concrete.