DEPARTMENT

TECHNICAL SERVICES

DIRECTORATE

Road Infrastructure Management

DIVISION

Roads Construction

PROCUREMENT DOCUMENT : Infrastructure (GCC 2015)

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

Contract No: 37047-1R

Contract Title: Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

Estimated CIDB: Grade: **3 OR 4** Class: **CE**

CLARIFICATION MEETING AND QUERIES

Compulsory Clarification Meeting

Meeting Location: Location: Hoy Park: Parking entrance off Somtseu Road: 29°50'43"S: 31°01'52"E

Date, Time: Time and Date:10h30 on 30/11/2026, Questions and answers from the clarification meeting will be consolidated and uploaded on the 21 January 2027.

Queries can be addressed to:
The Employer's Agent's Representative:
Name: Mthokozisi Ndaba
Tel.: 031-311-7736
eMail: Mthokozisi.Ndaba@durban.gov.za

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 29 January 2027** **at** **11:00**

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

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Roads Construction

Date of Issue: 20/11/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

The eThekwini Municipality's Roads Construction Division seeks to appoint Panels of Contractors for use on an "As-and-when-required" basis for a period of three years. The intention for the establishment of the Panels is so that any unscheduled projects can be awarded without first having to start a lengthy procurement process. The panels will be evaluated and formulated using the submitted Rates for a "basket" of items. When required, Contracts for specific Works will be issued using Works Package Orders. These will also be compiled using the submitted Rates.

The Works, when required, will include, inter-alia, the upgrading of gravel to surfaced roads, provision of lanes and passages in informal/ undeveloped areas, roadway/ intersection improvements, new or upgraded pedestrian facilities, and other related, miscellaneous, unscheduled, emergency Works.

The establishment of the panels gives no guarantee of any quantum of works being issued. Work Package Orders may be issued on an "As-and-when-required" basis, dependant on adequate funding being sourced. The use of the panels will be on a non-exclusive basis. It will be at the Employer's sole discretion if the panels will be used, or if projects will be facilitated through any other procurement mechanism.

Subject	Description	Tender Data
Employer	The Employer is the eThekwini Municipality as represented by: **Deputy Director: Roads Construction**	C.1.1.1
Tender Documents	Documentation is to be downloaded from the **National Treasury's eTenders website** or the **eThekwini Municipality Website:** • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	C.1.2
CIDB Eligibility	It is estimated that Tenderers should have a CIDB contractor grading designation of 3 OR 4 CE .	C.2.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	Location: Hoy Park: Parking entrance off Somtseu Road: 29°50'43"S: 31°01'52"E Time and Date:10h30 on 30/11/2026, Questions and answers from the clarification meeting will be consolidated and uploaded on the 21 January 2027.	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Mthokozisi Ndaba Tel.: 031-311-7736 eMail: Mthokozisi.Ndaba@durban.gov.za	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building,166 KE Masinga Road, Durban An **electronic submission**, via the eThekwini Municipality **JDE System (ESP Module)**, is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13

Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before **29/01/2027**, at or before 11:00.	C.2.15
Evaluation of Tender Offers	**The 80/20** Price Preference Point System, as specified in the **SCM Policy: Section 52: Preferential Procurement** will be applied in the evaluation of tenders. **Tender Data: C.3.11: Evaluation of Tender Offers** details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

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

T1.1.2: NOTES TO TENDERERS

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

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

GENERAL

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

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

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

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

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

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

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

arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Section 21.2: Tender Validity

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

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

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

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

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

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

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

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

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

8) Section 49.1.2: Complaints and Objections (Appeals)

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

CIDB

Regulation 25(8)

9) It should be noted that this contract, unless otherwise stated, is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

Tenderers are referred to **CIDB Inform Practice Note #32**: "**Application of the Potentially Emerging (PE) Status**".

B.U.I.L.D. Programme

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

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the

private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

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

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

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

4) Viewing of available tenders

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

5) Tender documentation

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

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

6) Submission of tender offers

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

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

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

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

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekwini Municipal website at URL:

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 TENDER DATA

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

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director: **Roads Construction**

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

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

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

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

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

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Sandile Khulu
Tel: 031-311-7628
eMail:Sandile.Khulu@durban.gov.za

The Employer's Agent's Representative is:

Name: Mthokozisi Ndaba
Tel.: 031-311-7736
eMail: Mthokozisi.Ndaba@durban.gov.za

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

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

Entities may only submit one (1) tender offer. Should a tendering entity submit more than one (1) tender, all submissions by that tendering entity will be deemed not to be eligible.

C.2.1.1 Eligibility: General

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

(a) The tender submission is made by a Joint Venture (JV).

(b) The Tenderer fails to have Returnable Document "Certificate of Attendance at Clarification Meeting" signed by the Employer's Agent or their representative at the compulsory meeting.

(c) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**.

(d) The following documentation is not completed in full, signed, and returned with the tender submission. Failure to comply will result in the tender offer being deemed non-responsive.

- T2.2.1: Compulsory Enterprise Questionnaire.
- T2.2.2: MBD 4: Declaration of Interest.
- T2.2.6: MBD 5: Declaration for Procurement Above R10 Million
- (regardless of Price on the Offer).
- T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
- T2.2.9: MBD 9: Certificate of Independent Bid Determination.
- T2.2.10: Declaration of Municipal Fees

(e) The certificates listed in the Tender Data: C.2.23: Certificates are not included with the tender submission. Failure to comply will result in the tender offer being deemed non-responsive.

- T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory
- Enterprise Questionnaire).
- T2.2.12: Central Supplier Database (CSD) Report.
- T2.2.13: CIDB Registration and Status.

(f) The Tenderer fails to submit a printout of the Bill of Quantities generated from the EXCEL Bill of Quantities files issued by the Employer (see C.1.2(2)).

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates,** and **Returnable Document "Verification of CIDB Registration and Status"** with respect to CIDB registration.

Only those Tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor Grading Designation of 3 or 4 in a CE Class will be eligible to have their tenders evaluated. Where, during evaluation, a bidder is found to be inactive, suspended, or non-compliant on the CIDB website register or has not submitted the CIDB certificate with the dates as prescribed, then the Employer shall verify the status of the bidder, through the CIDB website. **Tenderers found to be inactive, suspended, or not meeting the required grading, during this verification, shall be deemed non-responsive."**

Tenderers registered in any CIDB contractor grading designation other than 3 CE or 4 CE will not be eligible.

C.2.1.3 **Eligibility: Tenderer's Experience**

Only those Tenderers that can provide proof of verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

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

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that may be used for verification of the experience submission is specified on this table (which includes the Notes below the table).The non-submission of this **Documentation/ Information** may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Document "Eligibility: Experience of Tenderer"**.

Tenderers are to indicate the documentation/ information that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **54**.

Experience submissions may be verified by contacting the stated client or through any other appropriate verification method. **The Employer reserves the right to conduct a physical inspection of the referenced Works where deemed necessary**.

Where the submitted documentation and information are insufficient to verify the claimed experience, the associated experience submission may be deemed invalid.

The submission of false or misleading experience information may result in the tender offer being disqualified and the Tenderer being referred to the Municipality's Blacklisting Committee for consideration in accordance with the SCM Policy.

Table 1: Experience Requirement (Grades 3 and 4)
A minimum of 3 completed contracts, comprising works of a similar nature, within the past 10 years, where the experience was gained as Sub-Contractors or Main Contractor. Each contract shall have a minimum value of at least sixty-five percent (65%) of the upper limit of the CIDB grading range immediately below the Tenderer's current grading.

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

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

<u>NOTES</u> (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.

2. Issued by the Client / Employer.

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

4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most

recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.

5. Issued by the Client/ Employer.

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

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

Replace this paragraph with the following:

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

C.2.5 **Reference documents:**

Tenderers are to obtain their own copies of:

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

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

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

C.2.6 **Acknowledge addenda:**

Add the following paragraphs:

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

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

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

C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting
Location: Hoy Park: Parking entrance off Somtseu Road: 29°50'43"S: 31°01'52"E
Time and Date:10h30 on 30/11/2026, Questions and answers from the clarification meeting will be consolidated and uploaded on the 21 January 2027..

Tenderers are to bring **Returnable Form: "Certificate of Attendance at Clarification Meeting/ Site Inspection"** to the clarification meeting. The form is to be completed to the extent possible by the tenderer. No "blank" forms will be signed by the Employer's Agent, or their representative, at the Clarification Meeting.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

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

sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

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

- Contract No. : 37047-1R
- Contract Title : Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

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

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

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

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

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

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

C.2.15 Closing date and time:

The closing time is:

- **Date**: **Friday, 29 January 2027**
- **Time:** 11:00

11:00

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

C.2.16 Tender offer validity:

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

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

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

C.2.23 Certificates:

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

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

1) **SARS Tax Compliance Status – PIN Issued**

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

2) **Central Supplier Database (CSD)**

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

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

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

3) **CIDB Registration**

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

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

Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender. If that date falls before the date of advertising of this tender, or if no date is reflected on the printout, then the Employer shall verify the status of the bidder as of the date of tender closing, through the CIDB.

Upon verification, Tenderers found to have been inactive, suspended or not registered in the required grading designation as at the tender closing date shall be deemed non-responsive.

4) **B-BBEE Status Level of Contribution Certificate**

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

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

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

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

C.2.24 Eligibility: Financial Capacity

C.2.24.1 General

To be eligible for award under this panel contract, the Bidder shall demonstrate sufficient financial capacity, liquidity, and access to key material supply lines necessary for successful completion of the Works. All information submitted shall be supported by verifiable documentation, certified by duly registered professionals as required.

C.2.24.2 Supplier Credit Facility Requirements

The Bidder shall demonstrate evidence of either an existing credit facility or a forma confirmation from suppliers that the Bidder qualifies for the minimum credit facility value required for key

construction materials, as follows:

Material Type	Minimum Credit Facility	Required Supporting Evidence
Precast Concrete Products	R 150,000.00	Valid credit confirmation letter(s)from supplier(s)
Quarry Products (e.g., aggregates, gravel, stone)	R 600,000.00	Valid credit confirmation letter(s)from supplier(s)
Asphalt Products	R 500,000.00	Valid credit confirmation letter(s)from supplier(s)

Each credit facility confirmation shall:

- Be issued on the supplier's official letterhead;
- Be dated within **three (3) months** prior to tender closing;
- Clearly indicate the bidder's name, available credit amount, and terms; and
- Be signed by an authorized representative of the supplier.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

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

C.3.2 Issue addenda:

Add the following paragraph:

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

C.3.4 Opening of Tender Submissions:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

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

in the manner described in C.3.9.4."

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

"If there is an error in the line-item total resulting from the product of the unit rate and the quantity, if the unit rate total shall govern and the line-item total shall be corrected.

Where there is an error in the total of the prices either because of corrections required above or in the tenderer's addition of prices, the revised (re-calculated) total of the prices shall be deemed the **Tender Assessment Schedule Value to be used in Tender Data C.3.11: "Evaluation of Tender Offers".**

C.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

FUNCTIONALITY will not be used in the evaluation of tenders.

Preference Point System

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

Price Points
The **Total of the Bill of Quantities** will be used as a **Tender Assessment Schedule Value**.
This Total will be used for comparison and assessment purposes only and is not related to any CIDB Grading Range or Contract Sum.

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

80/20 Procurement System

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

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

Preference Points

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

Broad-Based Black Economic Empowerment (SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

80/20 Preference Points System (maximum Preference Points: 20)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	20		5	8
2	18		6	6
3	14		7	4
4	12		8	2
Non-Compliant: 0				

Panel Appointments

Fifteen (15) contractors will be appointed to this Panel. Contractors will be appointed according to the Preference Points System (points of responsive Tenderers from highest to lowest).

It is the intention of the Employer to appoint a minimum of 5 Contractors from each of the 2 CIDB Grades (refer to **Tender Data C.2.1.2: "Eligibility: CIDB"**) eligible for this panel award.

Tenderers are referred to **Part C3.1.1: "Employer's Objective"** for information on the process that will be followed for the issuing of Work Package Orders.

C.3.13 Acceptance of tender offer:

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

(a) The Tenderer's municipal rates and taxes are not in arears, or they have made arrangements to meet outstanding municipal fee obligations.

(b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.

(c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.

(d) The Tenderer or any of its directors/ shareholders are n**ot listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.

(e) The Tenderer has not:
  i) Abused the Employer's Supply Chain Management System; or
  ii) Failed to perform on any previous contract and has been given a written notice to this effect.

(f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

C.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

C.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

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

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

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

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of **R6,131.00.00** including VAT as stipulated in the municipality's SCM Policy approved on 30/09/2024 as well as the municipal budget for the financial year 2026/27. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **37047-1R**

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies:

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

T1.2.3.4 Contract Awards and Work Package Orders

Tenderers are referred to **Part C3.1.1: "Employer's Objective"**.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	33
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	34
T2.2.3	MBD 4: Declaration of Interest	35
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (Regardless of the amount on the Form of Offer)	38
T2.2.5	Contracts Awarded by Organs of State in the past 5 years	38
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5)	39
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	42
T2.2.9	MBD 9: Certificate of Independent Bid Determination	44
T2.2.10	Declaration of Municipal Fees	46
T2.2.11	Contractor's Health and Safety Declaration	48
T2.2.12	CSD Registration Report	50
T2.2.13	CIDB Registration and Status	51
T2.2.14	Joint Venture Agreements (if applicable)	52
T2.2.15	Record of Addenda to Tender Documents	52
T2.2.16	Experience of Tenderer	53

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

C1.1.1	Form of Offer	58
C1.2.2.2	Data to be Provided by Contractor	61
C2.2	Bill of Quantities	75

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

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

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

This is to certify that:

(entity name): .....

of (address): .....

.....

.....

was represented by the person(s) named below at the Clarification Meeting for Contract **37047-1R** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7**.

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

Particulars of person(s) attending the meeting:

Name:	……	Name:	..... ……
Signature:	……	Signature:	..... ……
Capacity:	……	Capacity:	……

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

Name: ……

Signature: ……

Date: ……

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

1 No bid will be accepted from persons **in the service of the state**[1]**.**

2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

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

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

If yes, furnish particulars: ……

……

3.9	Have you been in the service of the state for the past twelve months? If yes, furnish particulars: …… ……	YES / NO
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: …… ……	YES / NO
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: …… ……	YES / NO
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: …… ……	YES / NO
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: …… ……	YES / NO
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? If yes, furnish particulars: …… ……	YES / NO

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

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

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.6MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11. "Evaluation of Tender Offers".**

1.0 GENERAL CONDITIONS

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

1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

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

2.0 ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

3.0 POINTS AWARDED FOR PRICE

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

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

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

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

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System	
B-BBEE Level Contributor	**Preference Points**
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.

4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.

4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.

4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.

4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.

4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.

4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.

4.13 A Trust, consortium or joint venture:

(a) must submit a B-BBEE status level certificate in order to qualify for points;
(b) may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
(c) where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.

4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

6.0 BID DECLARATION

6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.

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

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

SIGNATURE: .....

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

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

2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
b) been convicted for fraud or corruption during the past five years.
c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

	Circle Applicable	
4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.) The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	YES	NO

4.1.1 If YES, provide particulars.

……

……

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	YES	NO

4.2.1 If YES, provide particulars.

……

……

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO

4.3.1 If YES, provide particulars.

……

……

		Circle Applicable	
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES	NO
	4.4.1 If YES, provide particulars.		
	…… ……		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
	4.5.1 If YES, provide particulars.		
	…… ……		

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

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

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

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

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

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

1.0 This Municipal Bidding Document (MBD) must form part of all **bids**[1] invited.

2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;
b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5.0 In order to give effect to the above, the below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **37047-1R**
Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

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

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

I certify, on behalf of: ……..

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation.
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices.
   (b) geographical area where product or service will be rendered (market allocation).
   (c) methods, factors or formulas used to calculate prices.
   (d) the intention or decision to submit or not to submit, a bid.
   (e) the submission of a bid which does not meet the specifications and conditions of the bid.
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.10 DECLARATION OF MUNICIPAL FEES

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

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

.....

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

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

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

Account	**Account Number: to be completed by Tenderer**											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

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

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

Declaration by Tenderer

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

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

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

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

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

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

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

Name of proposed subcontractor:	
Qualifications or details of competency of the subcontractor:	

5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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



CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

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

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

SIGNATURE: _____ _____

T2.2.13 CIDB REGISTRATION AND STATUS

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

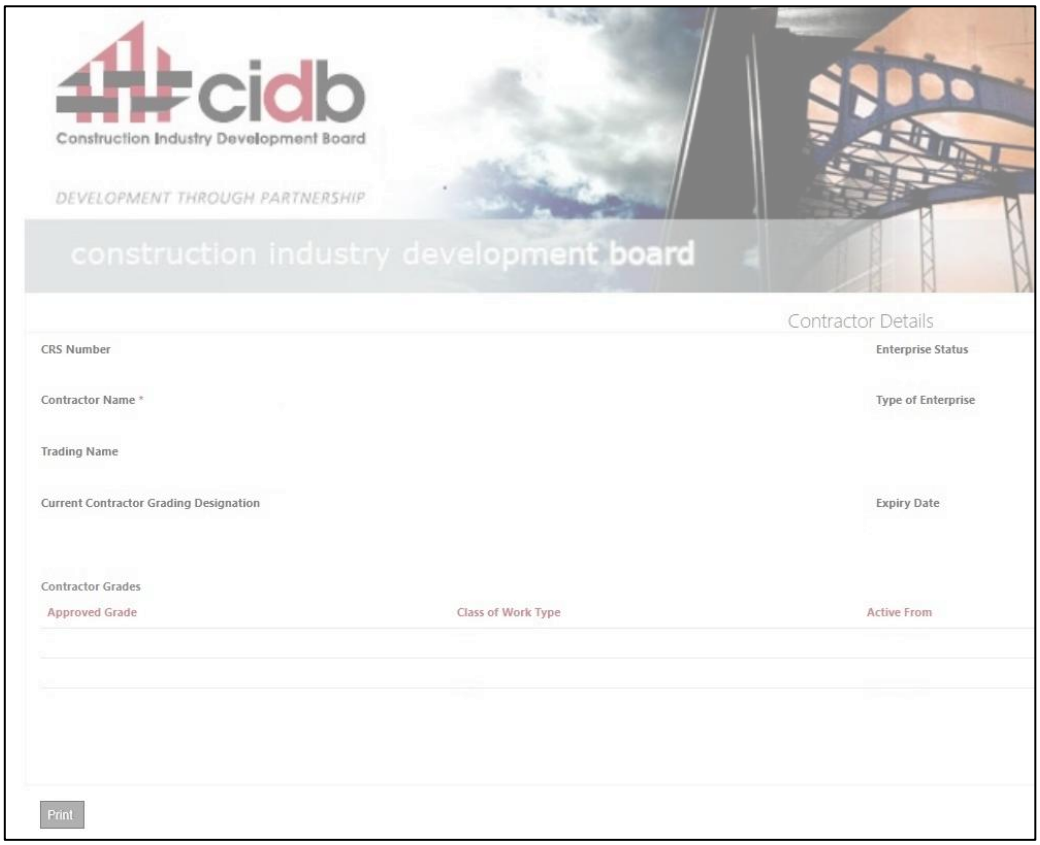
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in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

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

CIDB Registrations can be obtained from the CIDB website at:

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

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



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

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

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

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

SIGNATURE: _____ _____

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

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

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

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

SIGNATURE: _____ _____

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

Only those Tenderers that can demonstrate verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of **Tender Data: C.3.11**.

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

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

Guidance to Tenderers: Experience Submission Form

Client / Employer Details

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

Contract Details

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

Scope of Works

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

(This form is continued on the next page)

Confirmation of submission of Information/ Documentation

The Tenderer is to indicate (by marking with an "X" in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission		If submitted, mark with an "X"
SUBMISSION #1	Experience Submission Form on page 54 fully completed and signed	
	Letter of Award **OR** Form of Offer & Acceptance	
	Quantities summary	
	Final Payment Certificate **OR** INVOICE	
	Completion Certificate	
SUBMISSION #2	Experience Submission Form on page 55. fully completed and signed	
	Letter of Award **OR** Form of Offer & Acceptance	
	Quantities summary	
	Final Payment Certificate **OR** INVOICE	
	Completion Certificate	
SUBMISSION #3	Experience Submission Form on page 56. fully completed and signed	
	Letter of Award **OR** Form of Offer & Acceptance	
	Quantities summary	
	Final Payment Certificate **OR** INVOICE	
	Completion Certificate	

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

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

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

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

EXPERIENCE SUBMISSION #1

Reference is to be made to the **Tender Data C.2.1.3: "Eligibility: Tenderer's Experience"**.
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	

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

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 54

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

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

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

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

EXPERIENCE SUBMISSION #2

Reference is to be made to the **Tender Data C.2.1.3: "Eligibility: Tenderer's Experience"**.
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	

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

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 54

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

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

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

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

EXPERIENCE SUBMISSION #3

Reference is to be made to the **Tender Data C.2.1.3: "Eligibility: Tenderer's Experience"**.
(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:	

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

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

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

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

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

Confirmation of documentation submitted is to be recorded on Page 54

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

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

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

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

The "**OFFER"** is the **Total of the Bill of Quantities. It** will be used as a Tender Assessment Schedule Value for comparison and assessment purposes only. It is not related to any CIDB Grading Range, or Contract Sum.

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

Contract No:	**37047-1R**
Contract Title:	Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

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.

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

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

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

.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data

For the Tenderer: **As witness:**

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

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

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

....
Capacity (of Signatory) **Date**

....
Date **Telephone**

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

Address : .....

: .....

Witness:

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

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

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

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

1. **Subject** : ……..

Details : ……..

: ……..

2. **Subject** : ……..

Details : ……..

: ……..

3. **Subject** : ……..

Details : ……..

: ……..

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

FOR THE TENDERER		**FOR THE EMPLOYER**
……..……..	Signature	……..……..
……..……..	Name *(in capitals)*	……..……..
……..……..	Capacity	……..……..
……..……	Name and Address of	……..……
……..	Organisation	……..
……..		……..
……..		……..
……	Witness Signature	……
……..	Witness Name	……..
……..	Date	……..

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Definition

Work Package Order and Agreement: the documentation issued to the Contractor, on an "As-and-when-required" basis, that specifies the Works and Conditions applicable to a specific Work Package Order. The Work Package Order and Agreement is to be read in conjunction with, and shall have precedence over, the Contract Data below.

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.14 The **time for achieving Practical Completion** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.15 **The Employer** is the eThekwini Municipality as represented by:
Deputy Head: **ROADS CONSTRUCTION**

1.1.1.16 The **name of the Employer's Agent** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.17 The name of the **Employer's Agent's Representative** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

1.2.1.2 The address of the Employer is:

Physical: Roads Construction Division, 166 K.E. Masinga Road, DURBAN, 4001

Postal: Roads Construction Division, P O Box 680, DURBAN, 4000
Telephone: 031-311-7326 (t)
E-Mail: Sandile.Masondo@durban.gov.za

1.2.1.2 The address of the **Employer's Agent** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including **experience** on projects of a **similar nature**. The CV of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.

ii) "experience" implies experience on projects of a similar nature.

iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

5.3.1 The **documentation required** before commencement with Works execution will be stated in the **Work Package Order and Agreement** documentation. These documents will include (inter-alia):

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- SUB-CONTRACTING Implementation Plan
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

5.3.2 The **time to submit the documentation** required before commencement with Works for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

5.14.1 The **requirements for achieving Practical Completion** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

5.16.3 The **latent defect liability** period for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

6.2.1 **Security (Performance Guarantee)**: for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.

- The Index for, **Plant**, **Materials**, and **Fuel** shall be based on **2023 = 100**.

- The Index for **Labour** shall be based on **2024 = 100**.

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

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

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

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

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

6.10.3 **Retention Money:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

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

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

8.6.1.2 **SASRIA Coupon Policy** for Special Risks**:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation

8.6.1.3 The limit of indemnity for **liability insurance**: **:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

8.6.1.4 **Ground Support Insurance:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation

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

Third Party Insurance (Public Liability) : for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

Principal's own surrounding Property Insurance: for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

Insurance of Works: for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

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

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

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

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

10.8.1 Failing resolution by arbitration, determination of disputes shall be by court proceedings.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

……

……

……

……

1.2.1.2 The Physical address of the Contractor is:

……

……

……

……

The Postal address of the Contractor is:

……

……

……

……

The contact numbers of the Contractor are:

Telephone: ……

Fax: ……

The E-Mail address of the Contractor is:

……

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

Note: The Employers Agent shall determine, based on the extent of works issued in the Works Order Package(s), the number of CLO(s) required to ensure successful operations of the works.

Note: Should the Contractor request for permission to work on non-working or special non-working days or any other overtime, this shall be at the Contractors cost, and such request be approved by the Employer's Agent in writing. The Contractor shall be liable to make payment to the CLO for these working hours/day(s) including any overtime or other benefits as provided by the Contractor. Such request must be submitted to the Employer's Agent at least 3 working days prior to the day/s for which permission is being requested. All overtime and benefits shall not be re-imbursed by the Employer, i.e.at the Contractors cost

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

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

The penalty for not employing local labour shall be taken as the number of local labour not employed, multiplied by the number days local labour was not employed, multiplied by the daily wage rate, multiplied by a factor of two (2).

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

C1.2.3.3 SUB-CONTRACTING GOAL

SUB-CONTRACTING percentages will be determined on a **Work Package Order** specific basis, depending on the nature of works and SUB-CONTRACTING potential. The following provisions shall generally apply to issued **Work Package Orders**:

- Value greater than R750k, up to R1m: Minimum 5% SUB-CONTRACTING.
- Value greater than R1m, up to R3m: Minimum 10% SUB-CONTRACTING.
- Value greater than R3m, up to R5m: Minimum 20% SUB-CONTRACTING.
- Value greater than R5m: Minimum 30% SUB-CONTRACTING.

The Contractor shall sub-contract to an EME or QSE which is at least 51% owned by black people. These Enterprises must be from the ward(s) where work is taking place in the first instance and, if the Contractor cannot procure such enterprises from the ward(s), this may be achieved by sub-contracting with such qualifying Enterprises located within adjacent wards, failing which the Sub-Contractors may be sourced within the jurisdiction of eThekwini Municipality.

Sub-contracting may be to:

- Contractors who are registered with the Construction Industry Development Board in the Grades ranging from 1 to 4,
- Material and equipment suppliers who meet the requirements of an EME or QSE as detailed above.

Payment certificates (where applicable), Tax invoices, Proof of payment to the subcontractors and equipment and material suppliers will be required to verify that this has been achieved.

The contractor shall be fully responsible for the management of all appointed Sub-Contractors. The contractor shall ensure that a suitable quality monitoring process is in place for each element of the works and that the Sub-Contractors are conversant on the requirements thereof.

For any work being sub-contracted, documents of the relevant sub-contractor must be submitted to the Employer's Agent in writing for approval well in advance before commencement of any of the activities on the programme. Subcontractors shall be approved by the Employer. The Employer is under no obligation to accept the proposed Subcontractor, and rejection by the Employer does not absolve the Contractor of their SUB-CONTRACTING responsibilities in terms of this contract.

No additional costs will be entertained for compliance with this requirement.

Submission of SUB-CONTRACTING Plan

The Subcontracting Plan shall not be required at panel establishment stage. The requirement shall be determined on a Work Package Order-specific basis, based on the value and nature of each Work Package Order and the applicable SUB-CONTRACTING threshold and percentage stipulated in C1.2.3.3. Where the applicable threshold is triggered, the Contractor shall submit the

SUB-CONTRACTING Plan at commencement of the relevant Work Package Order and prior to commencement of the works, for approval by the Employer's Agent.

At the commencement of each **Work Package Order**, the Contractor shall provide a SUB-CONTRACTING Plan using the Scope of Work and its related cost to demonstrate how the stipulated SUB-CONTRACTING targets will be achieved.

Prior to commencement of works, as per Clause 5.3.1 of the Contract Data, the Contractor shall provide such comprehensive SUB-CONTRACTING Plan for approval by the Employer's Agent. Should the Sub-Contractors be allocated work that exceeds their CIDB grading, then the work allocated to these Sub-Contractors shall be reduced to the upper limit of their CIDB Grading, and the Main Contractor shall be required to source additional Sub-Contractors to achieve the SUB-CONTRACTING Value. The Primary Contractor shall be required to update the SUB-CONTRACTING Plan for approval by the Employer's Agent before work commences. This plan may be updated during the contract period but shall still be for the approval of the Employer's Agent. The SUB-CONTRACTING Plan shall ensure an adequate and acceptable distribution of works across the identified CIDB Grading range (viz. 1 CE to 4 CE); the plan shall be subject to approval by the Employer, (taking into consideration the scope of works risk profile and associated allocation of works), and any amendments required to achieve an acceptable distribution of works shall be implemented by the Contractor at no additional cost to the contract.

Rates of works allocated to Sub-Contractors shall be evaluated to ensure they are market related. The Contractor will be required to demonstrate that the rates provided are fair and reasonable, taking into consideration the limitations that SUB-CONTRACTING contractors may face to procure materials and equipment at discounted rates. Where is it found that the rates provided are unrealistic/not market related and the SUB-CONTRACTING contractor cannot undertake the works at the rates tendered by the main contractor, the main contractor will be required to balance their rates, at no additional cost to the contract, to address the non-market related rates tendered by the main contractor; (market related rates will be based on cost structures applicable to the level of the SUB-CONTRACTING company undertaking the works). The approval of the SUB-CONTRACTING Plan shall not absolve the main contractor of his contractual responsibility or for any rates dispute that may arise during the implementation of the contract, based on the rates tendered or adjusted during the award process.

The penalty for not achieving the specified SUB-CONTRACTING percentage will be 0.5% of the **Work Package Order** value (excluding PC Sum items and Fixed Cost allowances) for every 1% not achieved.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment:

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

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

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.
- Copies of identity documents;
- Proof of employment contracts, and
- Proof of payment.

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

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items in Part 0102: General Requirements and Provisions, of the Bill of Quantities.

C1.2.3.5 DUTIES AND RESPONSIBILITIES OF A CONTRACTS MANAGER

In addition to requirements laid down in the Code of Conduct for the registered professionals by ECSA or SACPCMP, the Contracts Manager shall undertake the following minimum requirements;

The Contracts Manager shall:

- Be the link between the employer's Agent and the Contractor.
- Be available at all times during the execution of any **Work Package Orders** and be immediately physically available when requested.
- Always be up-to-date with the activities and problems on all projects within the Contract.
- Monitor **Work Package Order** progress and performance to ensure goods and services conform to the **Work Package Order** requirements.
- Ensure proper co-ordination of all **Work Package Orders** within the Contract.
- Ensure that sufficient human resources are available to function adequately, for example Construction Managers.

- Ensure that sufficient constructional plant and equipment resources are available to complete all projects allocated.
- Ensure that the proper sub-contracting resources are arranged on time for the timeous completion of all projects.
- Prepare and submit the combined weekly programme of works of **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined monthly cashflow of all **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined weekly progress report of all **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined monthly quality report of **Work Package Orders** to the Employer's Agent's Representative.
- Authorize payment claims consistence with Contract terms.
- Oversee and ensure that construction managers are carrying out all **Work Package Orders** to the required specification.
- Ensure that all sites are in compliance with the Health and Safety specifications.
- Resolve disputes in a timely manner.
- Establish control of correspondence, data and reports.
- Establish a procedure, identifying a responsible person and establish a timeframe for handling non-compliance.

C1.2.3.6 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

Appropriate key performance indicators (KPIs) for the contract will be set by the Municipality as a yardstick for measuring performance. Key Performance Indicators (KPIs) will be discussed and agreed with the Contractor before commencement of the contract.

The following KPIs may be applicable to this contract:
(a) Time Management
(b) Financial Management
(c) Quality Management
(d) Occupational Health and Safety Management
(e) Environmental Management
(f) Meeting SUB-CONTRACTING Targets

C1.2.3.7 EXCEPTED RISKS (Clause 8.3)

The contents of Clause 8.3.2 (Claim for excepted risks) are deleted and replaced with the following:

The Contractor shall take all reasonable actions to avoid or overcome any delays to Practical Completion caused by or arising from the excepted risks listed in Clause 8.3.1. The costs of any such actions are borne by the Contractor, and the Contractor shall not be entitled to make a claim for additional costs incurred as a result thereof, regardless of the number, frequency or duration of such excepted risks.

If, in carrying out the Works, despite the Contractor having taken such reasonable actions, any of the excepted risks listed in Clause 8.3.1, other than pertaining to the damage or physical loss referred to in Clause 8.2.2.2, causes the Contractor to suffer delay to Practical Completion, the Contractor shall be entitled to make a claim for an extension of time in accordance with Clause 10.1. Notwithstanding anything contained elsewhere in the Contract, the Contractor shall not be

entitled to make a claim for additional costs incurred as a result of any of the excepted risks listed in Clause 8.3.1, regardless of the number, frequency or duration of such excepted risks.

Should the Contractor wish to mitigate the additional costs it is incurring as a result of any of the excepted risks listed in Clause 8.3.1, the costs of any such mitigation are borne by the Contractor, and the Contractor shall not be entitled to make a claim for additional costs incurred as a result thereof, regardless of the number, frequency or duration of such excepted risks.

C1.2.3.8 NON-EXCLUSIVE APPOINTMENT

The Contractor must note that, whilst this contract is intended to execute Infrastructure projects, there is no guarantee of works being allocated via this appointment.

The Employer may elect, at any time, to implement projects using other available procurement mechanisms as to ensure necessary expenditure and service delivery timeframes are met.

The works undertaken for this contract are on a non-exclusive basis and the Contractor shall have no recourse against the Employer for any works allocated to other parties through other Employer procurement mechanisms.

C1.2.3.9 ISSUE OF WORK PACKAGE ORDERS

Work Package Orders shall be allocated in accordance with Clauses C1.2.3.10 to C1.2.3.13 and issued on an as-and-when-required basis, subject to approved funding, the approved contract authority and prior approval by the Bid Adjudication Committee.

C1.2.3.10 EVALUATED WORK PACKAGE VALUE

For each Work Package, the Employer shall prepare a quantified Bill of Quantities and determine each eligible Contractor's **Evaluated Work Package Value** by applying the Contractor's rates tendered at the establishment of the Panel, including adjustments permitted under the Contract, to the applicable quantities. Prime Cost Sum items shall be excluded when determining the Evaluated Work Package Value. Eligible Contractors shall be ranked from the lowest to the highest Evaluated Work Package Value.

C1.2.3.11 WORK PACKAGE ALLOCATION

Subject to Clause C1.2.3.12, the Work Package shall ordinarily be offered to the eligible Contractor with the **lowest Evaluated Work Package Value**.

A Contractor may hold a maximum of two active Work Package Orders at any time. A Work Package Order shall be active from the date of issue until Practical Completion is certified, unless the Employer determines that material outstanding obligations continue to require the Contractor's resources.

Where that Contractor is unable to undertake further work, holds two active Work Package Orders, lacks sufficient capacity, does not meet the Work Package requirements, has reached the maximum value permitted by its CIDB grading designation taking account of incomplete works, or is excluded from further allocation under Clause C1.2.3.12, the Work Package shall ordinarily be offered to the eligible Contractor with the next lowest Evaluated Work Package Value and fewer than two active Work Package Orders.

Where no other eligible Contractor with fewer than two active Work Package Orders is available to undertake the Work Package, the Employer may recommend that the Bid Adjudication Committee approve the allocation of an additional Work Package Order to a Contractor with sufficient capacity and the required CIDB grading designation.

Depending on unscheduled disaster workload, all the Contractors will be available to be used, after approval of the Unit Head, so as to increase available resources and response timelines.

C1.2.3.12 ALLOCATION OF WORK PACKAGE ORDERS AND CONTRACTOR PERFORMANCE

Notwithstanding any other provision of this Contract, appointment to the Panel shall not confer any right, entitlement or expectation to receive a Work Package Order ("WPO"). In determining the allocation of WPOs, the Employer may consider the Contractor's contractual standing, performance and ability to satisfactorily undertake additional work.

The Employer may withhold further WPOs where the Contractor:

a) has failed to complete an active WPO within the required contractual timeframe;
b) has outstanding contractual obligations or unresolved performance deficiencies;
c) is subject to delay damages, penalties, notices of default or other contractual remedies; or
d) has received an unsatisfactory performance assessment under Clause C1.2.3.6.

Further WPOs may be withheld until the Contractor's outstanding obligations or performance deficiencies have been satisfactorily addressed.

Where a WPO is withheld under this clause, the Employer may recommend that the Bid Adjudication Committee approve the allocation to another appointed Panel Contractor where necessary to maintain service delivery, achieve project objectives, ensure value for money or manage contractual or operational risk. A decision to withhold or not allocate a WPO shall not give rise to any claim for compensation, loss of profit, loss of opportunity or damages against the Employer. Where the grounds specified in Clause C1.2.3.13 are satisfied, the Employer may recommend that the Bid Adjudication Committee approve the suspension or removal the Contractor from the Panel in accordance with that clause.

C1.2.3.13 SUSPENSION OR REMOVAL FROM THE PANEL

The Employer may recommend that the Bid Adjudication Committee approve the suspension of a Contractor from consideration for further WPOs or permanently remove the Contractor from eligibility for further WPOs where the Contractor:

a) declines two consecutive WPO offers without reasonable justification; or
b) materially fails to complete or comply with two separate WPOs accepted by the Contractor, for reasons materially attributable to the Contractor.

A preference for another anticipated, concurrent or more profitable WPO shall not constitute reasonable justification for declining a WPO.

Without limiting the Employer's discretion to consider the circumstances of each case, reasonable justification for declining a WPO may include, but is not limited to, circumstances where:

a) the proposed commencement date and/or period allowed for Practical Completion is not reasonably achievable having regard to the scope, programme, available resources and prevailing circumstances;

b) the Employer has failed to make payment of amounts properly due and payable under an existing WPO, and such non-payment has materially affected the Contractor's ability or willingness to continue performing the existing WPO;

c) any other circumstances exist which, in the reasonable opinion of the Employer, constitute a legitimate and substantive reason for the Contractor's inability to accept the WPO.

Where a Contractor declines a WPO on the basis of reasonable justification, the Contractor shall provide sufficient information and supporting evidence to substantiate the reason for declining the WPO.

A preference for another anticipated, concurrent or more profitable WPO shall not constitute reasonable justification. A declined concurrent offer shall not count where its acceptance would exceed the permitted number of active WPOs.

A failure under paragraph (b) shall count only where it has been recorded in writing and has not been remedied within the period allowed under the Contract, where capable of remedy.

Suspension or removal shall affect only the Contractor’s eligibility for future WPOs and shall not terminate, vary or relieve the Contractor of any obligation or liability under an existing WPO. Any termination of an existing WPO shall be undertaken separately in accordance with the applicable provisions of the GCC and this Contract.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to C.1.2 and C.2.5 of the Tender Data).

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

Measurement and payment shall be in accordance with the relevant provisions of Part C of the Committee of Transport Officials (COTO) – Standard Specifications for Road and Bridge Works for South African Road Authorities – Draft Standard, referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

- Part C1.2: General Requirements and Provisions
- Part C1.4: Facilities for the Engineer
- Part C1.5: Accommodation of Traffic

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

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

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

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

- Part C1.2: General Requirements and Provisions
- Part C1.4: Facilities for the Engineer
- Part C1.5: Accommodation of Traffic

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

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

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

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

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

C2.1.9 Haulage Distance

Items in the Bill of Quantities that have a transportation component, including but not limited to importation of materials and spoil items, are to be priced assuming a haulage distance (one-way) of between 0 and 30km.

C2.2: BILL OF QUANTITIES

The Bill of Quantities The Bill of Quantities is to be downloaded as a separate EXCEL document.

When completed, it is to be printed and inserted into the submission after this page (pg.79)

It is also to be uploaded on the JDE ESP Module (see **Tender Data C.2.13: "Submitting a tender offer"**).

The Bill of Quantities consists of the following:

- C.2.2.1: **INDEX / SUMMARY** .....Page BoQ.1
- C.2.2.2 **BILL of QUANTITIES**.....Page BoQ.2 to 16
  - SECTION 1: Preliminary and General Items (3 Parts)
  - SECTION 2: Site Clearance (1 Part)
  - SECTION 3: Services (1 Part)
  - SECTION 4: Drainage (2 Parts)
  - SECTION 5: Earthworks (3 Parts)
  - SECTION 6: Layerworks (5 Parts)
  - SECTION 7: Ancillary Road Works (7 Parts)

The **EXCEL BoQ** is "locked". Tenderers will only be able to access the YELLOW shaded cells, where the item **RATES** are to be entered.

The **EXCEL BoQ** will execute the following automations:

- The **Totals** for each **Part** in a **Section** are carried to the **INDEX/ SUMMARY** page.
- The **Part Totals for a Section** are summed to **Section Totals** on the **INDEX/ SUMMARY** page.
- The **Section Totals** are summed to the **Sub-Total** on the **INDEX/ SUMMARY** page.
- V.A.T. (at 15%) is calculated on the **Sub-Total** amount.
- The **Sub-Total** and **V.A.T.** amounts are summed to the **TOTAL**.

The **TOTAL** is to be carried to the **FORM of OFFER (C1.1)**.

NOTES:

1) The **TOTAL** of the Bill of Quantities will be used as a **Tender Assessment Schedule Value** for comparison and assessment purposes only. It is not related to any CIDB Grading Range, or Contract Sum.

2) **Section 1: Part 0102** and **Section 1: Part 0105** each have a **PC Sum item** at the end of the Parts.

   This value is a **LARGE NEGATIVE VALUE** to remove the PC Sum item Amounts in the Part, leaving the Percentage (%) Rate Amounts unaffected.

   This value is to be included in the summation of the item Amounts in the Part.

3) Any **RED** text of the BoQ pages indicates that one or more **ITEM RATES** have not been entered. Tenderers are referred to C2.1.6: "Pricing of the Bill of Quantities".

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C3.1 : PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 EMPLOYERS OBJECTIVE

It is the intention of the **Roads Provision Department** to appoint a Panel of Civil Engineering Contractors across varying CIDB grading designations to undertake Works within the eThekwini Municipal Area on an **as-and-when-required** basis, with no guarantee on the quantum of works. The Works shall be instructed through written **Work Package Orders** ("WPOs"), with no guarantee as to the number or value of WPOs to be issued.

The Panel is intended to enable Works required in response to operational and service-delivery needs, including urgent and emergency Works, to be executed without undertaking a separate procurement process for each Work Package.

WPOs shall be evaluated, allocated and issued in accordance with the **Additional Conditions of Contract.**

The appointment will be for a period of three (3) years from the date of the issue of the "Letter of Award".

C3.1.1.1 MTREF Budget Projects

The MTREF (medium term revenue expenditure framework) is a three-year overview of expected revenue and expenditure trends for local government in South Africa. This budget is approved prior to the commencement of a financial year (FY) but is subject to adjustments.

The Employer has already commenced with, or completed, procurement for the 2025/26 and 2026/27 FY's MTREF projects. Consequently, the majority (if not all) of the 2025/26 and 2026/27 MTREF projects will be executed by Contractors other than the appointed Contractor(s).

Unexpected events such as economic downturns, changes in grant allocations, updated forecasts, policy changes, or unforeseen expenditure can necessitate budget adjustments.

C3.1.1.2 Work Order Package and Agreements

Work Package Orders are to be executed, on an "**as-and-when-required**" basis, in terms of **Work Package Order and Agreement** documentation signed by the Employer and the Contractor.

The **Work Package Order and Agreement** will include information specific to the Work Package, inter-alia the relevant Contract Data, Schedule of Quantities, Scope, Specifications, and relevant drawings. It must be read in combination with this document and shall have precedence in the interpretation of any ambiguity or inconsistency between it and the contents of this document.

The **Work Package Order and Agreement** will be based on the "basket of items" and their associated rates (as submitted in **Part C2: Pricing Data**). Works will be identified from projects on the Department's **Medium Term Revenue and Expenditure Framework Budget** (**MTREF)** (as may be adjusted), or from funding secured for other similar Works that may arise.

A proforma **Work Package Order and Agreement** document can be found in **ANNEXURE 3.6.1**.

C3.1.1.3 Issuing of Work Package Orders

Work Package Orders will be issued, on an as-and-when-required basis. They will be limited to the approved contract/ project authority.

The most responsive **Contractor**, in terms of the applicable Bill of Quantities, and on acceptance by the Contractor, will be issued a **Work Package Order**.

The approval by the Division (Unit) Head is required prior to the issuing of **Work Package Orders**,

Should a Contractor become unable to undertake more works, OR their CIDB grading value (of incomplete works) has been reached, then any further **Work Package Orders** will be issued to one of the other appointed contractor(s), at the sole discretion of the Employer.

Depending on unscheduled disaster workload, all the Contractors may to be used, after approval of the Unit Head, so as to increase available resources.

C3.1.1.4 Unscheduled/ Emergency Works

For unscheduled/ emergency Works, the Employer reserves the right to issue **Work Package Orders** to the most suited of the Contractors.

The Employer also reserves the right not to use any of the Contractors should the Employer deem it so necessary.

C3.1.2 DESCRIPTION OF WORKS

The works will take place in the eThekwini municipality (city wide) in various Wards and includes, inter alia, the following work types:

- The upgrading of gravel to surfaced roads,
- Provision of lanes and passages in informal/ undeveloped areas,
- Roadway/ intersection improvements,
- New or upgraded pedestrian facilities,
- Other miscellaneous, unscheduled, disaster/ emergency works.

These works types include, inter alia:

- Supply of all material, labour and required equipment
- Site Clearance
- Rip & Recompacting in-situ material to the specified compaction
- Excavating the reuse of, or spoil of, in-situ material
- Layer works forming new surfaced road layers (including asphalt layers)
- Layer works forming new sidewalk layers
- Kerb & Channel for edge definition or sidewalks
- V-Drains, Manholes and Appurtenant Drainage Works
- Ancillary Works
- Protection works
- Landscaping
- Brick or reinforced concrete Retaining walls
- Dry stacked/ Gabion retaining walls
- Guardrails
- Road Marking, Road Signs and road studs
- Other related works

C3.1.2.1 Description of Site and Access

The sites will be made indicated in the **Work Package Order and Agreement** documentation.

C3.1.2.2 Nature of Ground and Subsoil Conditions

Specific information regarding the nature of the ground and subsoil conditions will be made available in the **Work Package Order and Agreement** documentation.

C3.1.3 GENERAL PROVISIONS

C3.1.3.1 Key Staff

Reference is to be made to Clause 4.11.1 and C1.2.3.5 of the Contract Data.

Key personnel must have sufficient skill and competency to implement multiple projects. Personnel must further be able to project manage and implement projects including being able to deal with socio-economic and related conditions arising from such works.

C3.1.3.2 Co-operation with other services providers / Stakeholders

In undertaking the works, the Contractor will be required to work closely with, but not limited to:

- Employer's Departmental representative
- Ward Councillor and CLO
- SUB-CONTRACTING Suppliers and Sub-Contractors
- Business Interest Groups
- Materials and equipment suppliers

C3.1.3.3 Procurement Assistance

The Contractor may be required to assist Sub-Contractors with the procurement of materials, equipment hire, cash flow issues, etc.

C3.1.3.4 Sub-Contractors

Reference is to be made to Clause C1.2.3.3 of the Contract Data.

Entities that would be eligible for work opportunities are those that are registered on National Treasury's Central Supplier Database (CSD) and with the CIDB (if required to be so registered).

A formal Sub-Contract Agreement (similar to the CIDB Sub-Contract Agreement) is to be entered into for all Sub-Contractors.

The Contractor is to supply the Employer's Agent's Representative with information in respect of the employment of all Sub-Contractors. The information required is:

- Name of Sub-Contractor (as registered with SARS)
- Grading as registered with the CIDB
- B-BBEE Status
- Ward the Contractor's company is established
- Names and Copies of Identity Documents of the Main Members of the Sub-Contracting firm
- Copy of Sub-Contract Agreement with main contractor
- Information of staff working for the Sub-Contractor will be collated as per Clause C1.2.3.4: "FTE Employment Information" of the Contract Data.

- Any other information required by the Employer to be reported on Sub-Contractors.

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

The cost of the above requirements shall be included in the P&G Time Related costs.

C3.1.3.5 Quality management

The Contractor shall be fully responsible for the management of all appointed Sub-Contractors. The Contractor shall ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed Sub-Contractors are conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

C3.1.3.6 Management / Site Meetings

Requirements for Management Meetings will be specified upon commencement of a specific **Work Package Order**. Meetings will be held at a venue provided by the Contractor's representative. The Contractor shall report on the over-all progress of the contract to date and any specific **Work Package Order** issues requiring further Client engagement.

Ad-hoc Site Meetings will be held as and when necessary. So far as is reasonably possible, site and **Work Package Order** specific issues are to be resolved at these ad-hoc site meetings. Items/ issues that cannot be resolved by the parties at these meetings may be escalated to the Management Meeting.

C3.1.3.7 Payment Certificates

Interim payment certificates will be submitted for each **Work Package Order**. The payment certificate will be subject to approval by the Clerk-of-Works and the relevant Project/ Branch Manager.

Upon confirmation of above, the Contractor will submit a consolidated invoice and payment certificate to the Employer's representative for processing. Certificates are to be submitted monthly or at intervals as agreed upon with the Client. The time allowed for payment of payment certificates will commence upon submission of the consolidated invoice and payment certificate. This process may be amended by the Employer's Agent, dependent on any changed operational requirement.

The contractor must ensure full reporting (SUB-CONTRACTING beneficiaries, FTE Statistics, etc) accompanies each consolidated invoice and payment certificate.

C3.1.3.8 Proof of compliance with the law

The Contractor shall ensure full compliance will all applicable laws for the duration of the Contract. This requirement shall extend to all Sub-Contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

C3.1.3.9 Variations to Scope

Where the items specified in the Bill of Quantities do not reasonably satisfy the requirements in the Scope of a **Work Package Order**, the Scope of Works and related items will be handled as a variation, with rates to be reviewed by the Employer's Agent, and approved by the Employer.

C3.1.3.10 Design / Supervision by Employer

All works will be designed and supervised by the Employer, or any identified representative of the Employer.

C3.2: PROJECT SPECIFICATION

C3.2.1 PREAMBLE

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

1) The words **CONTRACT** and **WORK PACKAGE ORDER** refer to either the formation of the various **PANELS**, or the **WORKS** to be executed through the Contract using **WORK PACKAGE ORDERS** respectively. The words take on the meaning within the context in which they are used.

2) Works, when required, will be executed by the issuing a **Work Package Order and Agreement**. The **Work Package Order** documentation will contain **PROJECT SPECIFICATIONS** specific to the Works included in the **Work Package Order**. The **Work Package Order** Project Specification is to be read together with the Project Specification below. Should there be any ambiguity then the Project Specification in the **Work Package Order** shall take precedence.

3) At **Panel formation stage**, no Works have been identified. The following Project Specifications will, in general, be largely applicable **Work Package Orders**.

The following is to be read in combination with the Specifications contained in the Work Package Documentation.

C3.2.2 GENERAL

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

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

PS.1.1 Preliminary Programme

The Contractor shall include with his approval of the **Work Package Order Agreement** documentation, a preliminary programme. The programme shall be in the form of a simplified bar chart with sufficient details to clearly show how the works will be performed within the time for completion as stated in the **Work Package Order** Contract Data.

The Contractor shall be deemed to have allowed fully in the tendered rates and prices, as well as in his programme, for all possible delays due to normal adverse weather conditions (refer to Contract Data Clause 5.12.2.2) and special non-working days (refer to GCC2015 Clause 5.1.1) as specified in the in the **Work Package Order** Contract Data.

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

The construction programme, conforming in all respects to Clause 5.6 of the General Conditions of Contract, is to be furnished within the time allowed for in the **Work Package Order Agreement** documentation (refer to Contract Data Clause 5.3.2).

The Contractor's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. These will be documented in the **Work Package Order Agreement** documentation. These may include, but are not limited to:

- Proving or relocation of Services
- Time required for service relocations.
- Time allowances to be made for the ordering of special items.
- Notification required by service organisations.
- Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- If delays are anticipated with service relocations the contractor should be asked to allow time.
- Those known, existing services in the area of the works will be depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services, where directed by the Employer's Agent's Representative.
- Is work required out of normal hours? (eg. to accesses).
- Vehicular access to private property is to be maintained.
- Traffic restrictions: Minimum lanes of traffic open to traffic at all times.
- Community and Labour Disruptions.
- Work stoppages
- Business and associated Forum Disruptions

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed

controls are effective, and that courtesy is extended to the public at all times.

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

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

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

PS.1.3.3 Pedestrian Movement

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

PS.1.3.4 Traffic Safety Officer

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

PS.1.3.5 Road Deviations and Traffic Control

a) Deviations required by the Contractor shall comply with the requirements of COTO 1.5. Details shall be submitted to the Employers Agent for approval at least four weeks in advance of date on which it is anticipated that work on the deviation will commence.

b) On deviations provided in terms of (a) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.

c) Unless indicated otherwise, over the entire length of the site, and for the duration of the contract, traffic is required to be accommodated in both directions at all times. The Contractor shall ensure that the full width of the road, or a width of road approved by the Employers Agent, is available for traffic during the peak traffic periods (i.e. 07:00 - 09:00 and 16:00 to 18:00).

d) At all times signposting shall be in accordance with the "SADC Road Traffic Signs Manual - Volume 2: Roadworks Signing".

PS.1.3.6 Barriers for Accommodation of Traffic

The contractor shall use New Jersey barriers, steel barriers or similar products as approved by the Employer's Agent. The rate shall be in meters (m) and shall include the supply and installation of barriers for the accommodation of traffic.

The contractor must also allow for the installation and removal of the barriers, and the movement of barriers to different works areas as required for the duration of the works.

PS.1.3.7 Penalties for Non-Compliance of Traffic Accommodation Requirements

A fixed cost penalty of R2,000-00 per calendar day shall be to the Contractor's account should he/she not comply with the relevant clauses regarding accommodation of traffic flows required for this project.

A Time related cost of R1,000-00 per hour shall be applicable for delay caused by the above-mentioned non-compliance. The measurement of time shall be from when the Level of Service in vehicular capacity has reduced, due to the act of non-compliance, to the time that the Level of Service is restored to before the incident had occurred. The evaluation of the level of service shall be at the sole discretion of the Employer's Agent or his Representative.

PS.1.3.8 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 the requirements for the accommodation of traffic, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

PS.1.3.9 Temporary Reinstatements

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

(a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Employer's Agent's Representative be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

PS.2.1 General

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

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

The payment of the PC sum items to deal with service relocations may be one or a combination of the following processes:

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

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

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

This Clause is to be read in conjunction with the provisions and obligations as contained in COTO A2.

PS.2.2 Existing Services

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

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

Before any work commences, the Contractor shall contact all private owners or public authorities

controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

All known existing services and those services which require relocation and protection, will be shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed.

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catchpits and cable duct markers. The coordinates are to be submitted to the Employer's Agent. Particular attention should be drawn to the electrical overhead services and the existing sewer line which is required within two weeks of commencement.

The Contractor will therefore be required to proceed with extreme caution so as to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation. The Contractor shall allow in his programme minimum of eight weeks for the relocation of services from notification of service relocation to service provider and this period must be shown in the contractor's programme.

In general, the Employers Agent may call upon the Contractor to re-excavate trenches previously excavated and backfilled by others where in the opinion of the Employers Agent such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

PS.2.3 Proving Underground Services

This clause must be read in conjunction with COTO Chapter 2, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

All services in a particular area must be proven before commencing work in that area.

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

The cost of the proving trenches is included in the BOQ in Part 0201: Item C2.1.2.5.

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

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

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

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

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

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

When electrical cables are not in the positions shown on drawings of eThekwini Electricity and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official of the Works Branch on Telephone No. 031-311-1111 during office hours, or by contacting Control on Telephone No. 031-305-7171 after hours.

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

Proving of services shall be completed at least eight weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative. No delay claims / stoppages etc. for affected services will be entertained for any service relocations, known and unknown, inter-alia service department liaison / design drawing preparation, procurement of materials, installation / relocation, backfilling, coordinating / protecting the service, damages to services.

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

PS.2.4 New Services and Relocation of Existing

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

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

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

by the Contractor.

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

Services affected by the contract are described as follows:

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

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

PS.2.5 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

Tenderers are to read this clause in conjunction with Clause PS.1 and PS.2.

The contractor shall prove the position of water lines and ensure they are not damaged during construction. The proving of water lines shall be included in the tenderer's rates.

All known services have been shown on the services drawing(s), however, should any unknown watermains be discovered the Contractor shall be responsible for ensuring that water-mains are not damaged during construction and if a need to relocate or modify, the Contractor shall notify eThekwini Municipality.

Any relocations will be carried out by a Contractor/sub-contractor that will be approved by Metro Water, while the connection to the existing main will be done by Metro Water. Civil works will be carried out by the Main contractor. The Contractor shall notify the Employer's Agent's Representative and Metro Water at least 8 weeks in advance for any relocations required, to enable all parties involved to be on site timeously.

PS.3.2 Water Main Valve Access

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in COTO A2. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compaction Equipment

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

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

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

PS.4 SEWERS

PS.4.1 General

Tenderers are to read this clause in conjunction with Clause PS.1 and PS.2.

There may be existing sewer services affecting the works. The as-built information of this service is inaccurate and, as a result, the Contractor may be required to search for all sewer manholes and survey these manholes, (X, Y and Z) of the cover and invert level.

The request for this shall come from the Employer's Agent and shall be paid under the PC Sum item in the Bill of Quantities.

The payment of PC Sum items will be as per the process outlined in PS.2

The Contractor shall be responsible for ensuring that sewer manholes are marked raised and that the connecting sewer pipes are not damaged by heavy plant, the Contractor shall maintain access to all sewer manholes at all times. During asphalt layer work, after each pass by the paving machine, the manholes shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times manhole is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in the relevant COTO Specifications.

PS.4.2 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

PS.5.1 General

Tenderers are to read this clause in conjunction with Clause PS.1 and PS.2.

Extensive stormwater improvements may be required in the works. New pipe sizes will vary from standard 375mm Class100D and upwards. Excavations are of varying depths in many different materials ranging from soft, intermediate or hard materials. Shoring will be required to protect works during installation in excess of the safe working depths as indicated in the OHS Standards.

The payment of PC Sum items will be as per the process outlined in PS.2

he Contractor shall be responsible for ensuring that existing stormwater manholes are marked raised and that the connecting stormwater pipes are not damaged by heavy plant, the Contractor shall maintain access to all stormwater manholes at all times. During asphalt layer work, after each pass by the paving machine, the manholes shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times manhole is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Contractor. Tolerances on valve cover levels shall be as specified in clause the specifications.

The Employers agent will provide standard details or drawings detailing new stormwater construction as and when required that will be the Contractors responsibility to plan, provide the necessary plant, labour and material to construct it to specification.

PS.5.2 Blockage of Stormwater

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

PS.6 ELECTRICAL PLANT

PS.6.1 General

Tenderers are to read this clause in conjunction with Clause PS.1 and PS.2.

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

The payment of PC Sum items will be as per the process outlined in PS.2

PS.6.2 Street Lighting

The existing lighting, if present, and if requiring removal on instruction from the Employer's Agent's Representative, will be removed in stages and replaced in the centre median / intersection corners. Relocation will take place during this contract and be executed by eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

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

PS.6.5 Overhead Cables

The Contractor is required to ensure all machinery and equipment is used safely and all works maintain a clearance to the powerlines of at least 7m. When overhead electrical cables supported by Pylons are found, and the new works run directly under these High Voltage overhead cables, the contractor is required to check the levels of the overhead cables and submit to the Employer's Agent's Representative eight weeks prior to construction commencing below these lines.

PS.7 TELKOM S.A. LIMITED / NEOTEL PLANT / FIBRE SERVICES / METRO CONNECT AND OTHER SERVICES

The Contractor shall pay special attention to the following:

No relocation of Telkom S.A. Limited / Neotel Plant / Fibre Services / Metro Connect fibre optic cables and Other Services is envisaged. However, these services may be encountered upon the Contractor's proving excavations. The Contractor shall notify the Employer's Agent's Representative and service providers at least eight weeks in advance for any relocations that's required.

Where these services are encountered, the contractor shall immediately notify the service owner and Employer's Agent's Representative. The laying, relocation and jointing of all services, where warranted, shall be carried out by the services owner, or agents appointed by them, whilst the excavation and backfilling will form part of this contract and paid by the relevant items in this bill.

PS.8 CCTV PLANT

No work to CCTV Plant is envisaged, but the contractor's attention is drawn to the fact that CCTV cables and fibre optic cables may exist within the contract area and if found the contractor shall immediately notify the service owner.

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

All requirements according to the Environmental Management Plan as detailed in C3.4: Particular Specifications, shall be adhered to.

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General

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

1. The contract area may be in a busy road with exceptionally high volumes of vehicular traffic and pedestrian movement.
2. The area may be bounded by business and industrial properties.
3. The proposed works will require machinery and plant of varying size.
4. The manual moving of heavy precast products will be required.
5. The raw asphalt used will be delivered to site at a high temperature, which, after processing, remains hot for some time.
6. The gradient of the roads may be moderate to steep. Plant and machinery will need to be well controlled.
7. Stormwater run-off from the site is to be well managed.
8. The deviation of the traffic must be maintained throughout the day and night, weekends and public holidays.
9. All road signs must be maintained to allow for adequate sight distance by the road users.
10. There may be numerous services which the Contractor will either have to protect or relocate.
11. Working within or near rivers.

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

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

PS.10.2 Employer's Health and Safety Specification

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

PS.10.3 Tenderer's Health and Safety Plan

For Works Package Orders, 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 and referred to in T2.2: Contractor’s Health and Safety Plan.

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

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

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

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

A generic plan will not be acceptable.

PS.10.4 Risks Associated with the Works

In addition to traffic related risks as stipulated in Chapter 1, Section 1.5, the Contractor is advised on some other risks associated with different treatments applicable in this contract in order to make allowances for such in the Health and Safety Plan.

- Exposure to dust during the placing of stabilising agent or excavating operation that could have an effect on labourer’s respiratory systems if proper protection is not provided, and other significant safety risks.
- Working with hazardous materials that can cause harm on both the skin and the respiratory system i.e. lime
- Exposure to fumes from hot asphalt.
- Nature of work requires specialized skills and knowledge,
- Use of heavy specialized equipment,
- Working with hot poured bitumen-based sealant that could cause skin burn when mishandled or poured on water.
- Handling and utilization of specialized and hazardous (combustible) materials i.e. hot bitumen etc.
- Construction under live heavy vehicular and pedestrian traffic conditions,
- Need to provide continuous access to general road users, businesses and residents,
- Due to works requiring a number of labourer’s, the potential of transmission of bacteria/viruses due to close proximity with one another.

The Contractor is to further note the risks involved in the planning processes, including production rates, as well as health and safety compliance where multiple activities are being undertaken concurrently on a number of roads, as may be the Works Package Order as issued by the

Employers Agent.

PS.10.5 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 MANAGEMENT and RELATED REQUIREMENTS

PS.11.1 Quality Assurance (QA)

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

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

PS.11.2 Contractors Resources (Key Personal, Staffing and Plant)

It is the intention of the Employer that each Works Package Order issued is adequately resourced in terms of personnel and equipment. The minimum requirement for projects issued in terms of human resource shall be an adequately qualified and experienced Contracts Manager, and a dedicated Construction Manager for each project. Failure to provide the required resource will delay the Works Package Order issuing, with a possibility of Contract termination should it be proven that the Contractor lacks capacity to timeously execute issued Work.

PS.11.3 Contractors Plant

The Employer's Agent shall have the right to order the immediate removal from the site of any plant which he may deem to be unsatisfactory for the proper execution of the work. The Contractor shall obtain without delay satisfactory plant to replace that removed. Any costs arising from the removal and subsequent replacement of plant shall be to the Contractor's account.

PS.11.4 Site Security

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

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

The Contractor is to take note of the prevailing PSIRA rates for security when pricing this item.

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

Payment for this item shall be made under Section 1: Preliminary and General Items, Part 0102 of the Bill of Quantities.

PS.11.5 Determination of Quantities in Respect of Materials Delivery Notes

Material delivery notes supplied by the Contractor and submitted to the Employer's Agent shall be for purposes of confirming the type of material supplied and date of delivery to site. The delivery notes shall also be used as a basis for rejecting any materials to be used for the works that may have exceeded the materials shelf-life as prescribed by the materials supplier data sheets.

Unless specified by the Employer's Agent, the quantities to be certified shall be based on the approved and authorized dimensions of the works, multiplied by the relevant material bulking/conversation factors where applicable.

PS.11.6 Allowance for Professional Services

During the contract, the Employer's Agent may call on the services of external professionals / specialist in the field for site related issues. The payment for their services shall be made through the contract for which an item has been allowed for in the BOQ. The contractor will be paid a percentage of the cost of the professional services fee for his administration cost.

PS.11.7 Adjudication

Alternate dispute resolution for the contract will commence with ad-hoc adjudication as per GCC 2015.

The proposed Adjudicators must be registered with SAICE and/or the Association of Arbitrators as an Adjudicator at the least.

An allowance has been made in the BOQ for the partial costs of the appointment and services of the Adjudicator(s). This item shall cover only 50% of the Adjudicator's(s) cost which shall be the Employers contribution only. The Contractor shall be responsible for payment of his (the Contractor) costs and shall not be allowed for in the contract.

An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of 50% of the Adjudicator's fees and is limited to a maximum of 7,5%.

PS.12 CONSTRUCTION RELATED REQUIREMENTS

PS.12.1 Occupation of the Site

The Employer may from time to time be carrying out routine maintenance in the immediate vicinity of the Works. The Contractor shall therefore liaise closely with the Employer in this regard and shall ensure that their adjacent operational requirements and activities are catered for in the programming of the work. No claims for delay or additional payments will be entertained, if, in the opinion of the Employer's Agent, claims are due the Contractor's failure to liaise with and plan for the adjacent activities of the Employer.

The site includes portions of public roads, which will remain in use during the course of the work. The Contractor shall note that no roads or traffic lanes, other than sections being upgraded, may be closed to traffic without the prior written permission of the Employer's Agent. Every effort shall be made by the Contractor to keep the disruption of existing traffic and pedestrian flows to a minimum during construction.

The Contractor shall, as far as possible confine his operations to within the limits of the site or the land provided by the Employer, but if this is inadequate for his purpose, he shall make all arrangements for any further land he may require in accordance with the specifications and shall pay all costs and charges in this connection.

PS.12.2 Supply of Plant, Material and Labour

Except where otherwise specified the Contractor shall at his own expense supply and provide all the construction plant, temporary works, materials for both temporary and permanent works, labour (including supervision thereof), transport to and from the site and in and about the works and other things of every kind required for the construction, completion and where specified, maintenance of the works. The contractor shall also make his own arrangements with the proper authorities and at his own cost for the supply of water, electricity and any other services he may require for the construction and completion of the works.

PS.12.3 Additional Survey

An item has been provided in the BOQ for additional survey to be undertaken upon the Employer's Agent's request by the contractor for the Employer's Agent's use. An item for handling cost has been provided in the BOQ for the Contractor administration in this regard.

PS.12.4 As-Built Data

The Tenderer shall note that no separate payment will be made for this item and is to be included in Section 1, General Requirements and Provisions). Preparation and submission of all information and reports specified in the Contract Documentation.

The contractor shall supply the Employer's Agent with an electronic copy of:

a. A list of surveyed co-ordinates of all work carried out.
b. A list of surveyed co-ordinates of all road edge, dwellings, fencing and services within the vicinity of the works.
c. The survey must include:
   - All new works carried out: kerb line including channel, road edge, road markings, edge of sidewalks, trees, access points, services (existing and new), different hatching to indicate different types of surfacing.
   - A list of co-ordinates of different services which are newly installed, relocated or existing.
   - A coordinated list of all catchpits, manholes and headwalls, gabion and reno-mattresses structures newly constructed, modified or existing.

- A list of surveyed co-ordinates of all retaining walls, dwellings, fencing and services within the vicinity of the works.
- The contractor must also give the Employer's Agent a materials as-built data of the fill material and layer works in the format approved by the Senior Manager of the Pavement and Geotechnical Laboratory – Roads Infrastructure Management Division.
- Hard copies in A0 paper, and a coordinated soft copy of the survey in .dxf/.dwg/.dr4 format.

The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Employer's Agent.

PS.12.5 Progress Photographs

A provisional sum has been included for digital photographs and aerial photographs to be taken.

The digital and aerial photographs shall be taken monthly across the entire site, or at the discretion of the Employer's Agent.

The images shall be the property of the eThekwini Municipality and may be used from time to time to update the public on the progress of the works, whether at direct community engagements or broader publications such as newspapers and social media posts.

PS.12.6 Undertaking of Construction Activities Outside the Specified and Agreed Working Hours

Unless specified and agreed by the Employer's Agent in writing, all construction activities are to be carried out within the working hours as stipulated in Clause PS1.1 of Part A: General, of this section. The penalty for noncompliance to this specification shall be as follows:

Penalty (per road) = R 5000 (fixed) + R 500 per hour (time related for every hour until the works are complete)

The Employer's Agent shall, at his discretion, upon written explanation from the Contractor within 3 working days after the event, evaluate whether the reasons for working outside the specified hours are within the Contractors control. Circumstances beyond the Contractors control shall not result in any penalties being imposed. Poor planning in respect of delivery of materials to site does not absolve the penalty.

PS.12.7 Overloading of Trucks

Trucks must have a mounted plate depicting the allowed mass allowed to be carried. Failure to have this in place will result in that truck being barred from delivering to any of the Sites within this Contract.

Overloading will not be entertained, and the following penalty shall be implemented:

The amount overweight will be multiplied by a factor of 2. This total will then be multiplied by the supply and application rate, which total will be subtracted from the invoiced amount.

For which the formula is;

= Invoiced amount - [(supply load – legal load) x2 x (Rate of supplying and laying the material)]

PS.12.8 Removal of Construction Rubble

Material removed or excavated from the road construction shall not be left on site for more that two days (48 hours). Cost of removing or hauling this material shall be included in the breaking or excavation rate for the relevant item and no extra cost shall be paid for this item. Failure or refusal on the part of the contractor to remove rubble within two days or 48 hours shall be sufficient cause for the Employer's Agent to apply penalties as follows:

A fixed penalty of R5000 per day shall be deducted for non-compliance immediately after the Employer's Agent has given an instruction to this effect. The Employer's Agent's instruction shall state the time of incidence, Should the Contractor fail to adhere to this instruction within two hours, the time-related penalty of R500 per hour shall be applied from the time the instruction was given.

PS.12.9 Variations from Specified Nominal Rates of Application or Nominal Mix Proportions

The various sections of these specifications specify nominal rates of application or nominal mix proportions for materials such as bituminous materials, aggregates, fillers, stabilizing agents, paint and the like. Tenderers shall base their tenders on these nominal rates of application and mix proportions.

Where such nominal rates of application or mix proportions are specified, provision is made for deviations in quantities of material due to amendments to nominal rates or mix proportions as ordered by the Employer's Agent in writing from time to time. These changes may be necessitated by varying site conditions or availability of materials.

Where actual rates of application or mix proportions are varied, adjustment of compensation will be made -

a) as a payment to the Contractor in respect of any authorised increase in quantities which exceed those specified, where such increase is as a result of a written order by the Employer's Agent ; or

b) as a refund to the Employer in respect of a decrease in quantities which are less than those specified, irrespective of whether such decreases result from an authorised decrease in the rates of application or mix proportions, or from unauthorised reductions on the part of the Contractor.

Payment for a prescribed rate of application or mix proportion shall be based on the actual rate of application or mix proportion used, provided that this does not exceed the prescribed rate of application or mix proportion, plus any allowable tolerance. If the actual rate of application or mix proportion exceeds the prescribed rate of application or mix proportion, payment shall be based on the prescribed rate of application or mix proportion plus any tolerance allowed. If the actual rate of application or mix proportion is below that prescribed, payment shall be based on the actual rate of application or mix proportion regardless of any tolerance allowed.

Notwithstanding the above, the Employer's Agent shall be fully entitled to reject work, which has not been constructed in accordance with the specifications or the rates of application, or mix proportions prescribed.

The Employer shall be refunded for any decrease in the specified rate of application or mix proportion at the same rate per unit measurement as that tendered by the Contractor for additional materials required by an increase in the rates of application or mix proportions.

PS.13 MATERIALS and TESTING

PS.13.1 Contamination of Materials

The contractor is to ensure that contamination/ mixing of different materials are prevented during excavation/ handling or processing to ensure maximum reuse of suitable material (engineered fill of G9 or better quality). Should the Employer's Agent's Representative become aware of suitable material from excavation being contaminated and that sufficient care has not been taken to prevent such contamination, he shall have recourse to request testing on such materials. If the contractor has been negligent in preventing such contamination, spoiling of such materials shall be to his account and he shall have no recourse for any payment.

PS.13.2 Testing Requested by Employer's Agent

The Contractor is to include in his unit rates for the cost of classification testing of all materials delivered to site intended for use in the layerworks and for all density of all materials delivered to site intended for use in the layerworks as per the pavement design.
The Contractors is to provide results of all control testing to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the approval by the Employers Agent's Representative to proceed with the next stage of construction.
The Contractor is to also include in his unit rates for the cost of classification testing and density tests of all materials excavated from site intended for use in the bulk earthworks. The Contractor is to provide the test results of all these materials to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the go ahead by the Employers Agent's Representative to proceed with the next stage of construction.
Random acceptance testing will be undertaken by the Roads Provision Department, Pavement and Geotechnical Engineering Branch.

PS.13.3 Allowance for Geotechnical Engineer for Investigations and Testing, Design, Detail, Supervision and Stability Certificate

During the contract, the Employer's Agent may call on the services of external professionals / specialist in the field for site related issues. The payment for their services shall be made through the contract for which an item has been allowed for in the BOQ. The contractor will be paid a percentage of the cost of the professional services fee for his administration cost.
Geotechnical investigations and testing shall be carried out at the beginning of the contract to ensure that the site, from a geotechnical perspective, will be safe and stable during and after construction.

a) Bridges: Boreholes and other investigations are required prior to construction. These shall be carried out at the beginning of the contract.
b) Other works: The Employer's Agent may instruct the Contractor to carry out any other geotechnical investigations as required.

The contractor will arrange for an Expression of Interest detailing the above-mentioned. The Employer's Agent will provide all the necessary information, or the Construction drawings may be used for the Contractor to compile for Expression of Interest. On receipt of the quotations, the contractor shall submit them to the Employer's Agent who shall undertake an evaluation and provide a recommendation of the most responsive tenderer for acceptance by the contractor. On acceptance, the contractor shall appoint the most responsive Tenderer. **It is mandatory that the geotechnical investigation commence immediately on commencement of the contract between the contractor and the Employer.**

The drawings, investigation reports and all information in this regard shall be issued to the Employers Agent at least four weeks before the programmed commencement of the works.

PS.14 STAKEHOLDER MANAGEMENT AND LIAISON

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

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

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

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

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

The provisions of this payment item, as a monthly Time related rate, is to cover all actions required by the contractor in terms of preventing any delays or added cost implications to this project. This risk is deemed to have been transferred to the contractor. There will be no liability in the form of extension of time, Preliminary and General payment items, and standing time costs attributable to the Employer in terms of any disruption arising from the actions of the identified or unidentified stakeholders.

C3.3 : STANDARD SPECIFICATIONS

C3.3.1 The Standard Specifications on which this contract is based are the **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities: October 2020 edition** excluding **Chapter 9 (Asphalt Layers)** which has been replaced by the new specification as included in Particular Specifications C3.4.3

The Project Specification, consisting of two parts, forms and integral part of the Project and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met (Part C3.2 – Project Specification).

Part B contains variations, amendments and additions to the Standardised Specifications and, if applicable, the Particular Specifications.

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

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and may therefore cover items not applicable to this particular contract.

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses of the COTO Standard Specifications, provision is made for specifying a choice in the Project Specifications between alternative materials or methods of construction, as well as for including additional requirements tailored to a particular contract. Details of such alternatives and additional requirements applicable to this Contract are provided in this part of the Project Specifications. This section also contains any additional specifications necessary for the execution of this Contract.

The clauses and payment items addressed in this part of the Project Specifications are numbered with the prefix ‘PS’, corresponding to the relevant clause or item number in the COTO Standard Specifications.

New clauses and payment items that are not covered by the COTO Standard Specifications are also included in this section. These have been designated with the prefix ‘PS’ and assigned new numbers sequentially, following the last number used in the relevant section of the COTO.

CHAPTER 1: GENERAL

A1.1 GENERAL PREAMBLE

PART A: SPECIIFICATIONS

A1.1.2 DEFINITIONS

Add the following definitions:

"Acceptance control" - acceptance control means whatever testing the Employer's Agent carries out over the above the process control testing already carried out by the Contractor in order to decide on Acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in either the Employer's Agent's laboratory or one approved by him.

"Ancillary Works" - Projects where the scope of works is not upgrading of pavement layers shall be classified under "Ancillary Works". Examples of the projects this category is intended to cover include raising/lowering of services, construction/re-construction of sidewalks, laying of kerbs or kerb & channel or asphalt haunching, repairs or reconstruction of sidewalks and laying of sub-soil drains.

"Business Enterprise"- A sole trader, partnership or legal entity which adheres to statutory labour practices, is registered with the South African Revenue Services and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function.

"Commercial source" - a source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

"Concrete Pavement Works" - Projects which include concrete pavements for surfacing shall be classified under "Concrete Pavement Works".

"Contracts Manager" - A competent person responsible for managing the Contract, including all the Projects within a Contract. The responsibilities include Contract administration, works programming, Contract cashflow and managing all the Site Agents and other resources within a contract.

"Granular Works" - Projects which include the construction of new granular pavement layers above the formation level (i.e. Base and/or Subbase) shall be classified under "Granular Works". These works shall include construction of layers using both virgin materials and reuse of existing granular materials. This category shall also include the construction of BSM layers and asphalt layers.

"Process control" - process control means all testing required to be carried out by the Contractor at his cost in order ensure that the completed permanent works comply with specifications and drawings. All such testing will be subject to inspection and approval by the Employer's Agent.

"Recycling Works" - Projects which include construction of BSM (Bitumen Stabilised Material), Lime Stabilised Material or Cement Stabilised Material layers shall be classified under "Recycling Works". This category shall include both in-situ recycling and in-plant recycling. This category shall also include cement, lime or bitumen stabilization of pavement layers, and the construction of asphalt layers.

Upgrading Categories

Road Categories (Roads Infrastructure Strategic Framework for South Africa - RIFSA)

"Class 1" – Major Arterials or Freeways
"Class 2" – Urban Arterials, Major Bus Routes, CBD and Industrial Roads
"Class 3" – Minor Bus Routes and Collectors
"Class 4" – Residential Streets

"Sand" - sand is defined as a non-plastic material that conforms to the HRB classification for an A3 material as follows : % passing 5 mm sieve 95 min 0,425 mm sieve 50 min 0,075 mm sieve 10 max

"Subgrade Improvement Works" - Projects which include improvements/re-construction of the subgrade layers below the formation level of the pavement shall be classified under "Subgrade Improvement Works". This shall only be applicable to projects where greater than 15% of the length of the road requires subgrade improvements. These works shall also involve reconstruction of the layers above formation and the construction of all types of layers shall be covered by this category of upgrading work.

"Surfacing Works" - Projects which include the construction of new pavement layers which are all asphalt layers, or layers which may be described as bituminous surfacings such as slurries, single seals, micro-surfacings etc shall be classified under "Surfacing Works".

"Work in restricted areas" - no additional or extra over payment will be made for work in restricted or confined areas, unless the items of work to which it will apply and the pay items under which payment will be effected, are explicitly specified in these Standard Specifications or in the Project Specifications and Included in the Schedule of Quantities.

PS.1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works 3rd edition 2015 published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COTO Standard Specifications for Road and Bridge Works are to the **COTO General Conditions of Contract for Road and Bridge Works for State Road Authorities**. Consequently, all references In the COTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COTO Standard Specifications have been scrutinized and the clauses, which refer to the COTO General Conditions of Contract, identified. Each COTO clause reference is tabulated in Table PS.1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this Contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

TABLE PS1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COTO (October 2020) Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
A1.2.7.1	1-18	15	Programme	5.6	Programme of the Works
C1.1.3.5	1-6	52: 52(1)(e) 52(2)	 Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10 6.9 6.10.2	 Vesting of materials Valuation of material brought onto Site
1210	1200-5	54	Certificate of practical completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of practical completion
1212(I)	1200-7 (1-33)	49: 49(2) (C1.3.1.2)	Contract Price Adjustment Factor	6.8: 6.8.2	Contract Price Adjustment Factor

CHAPTER 1

PS.C1.2 GENERAL REQUIREMENTS AND PROVISIONS

PS.C1.2.2.3 Submission of a Scheme 2 Programme:

Refer to PS.1 which shall be read in conjunction with the below:

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

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

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

(a) Items mentioned in In addition to PS1,

(b) Relocation of Services: The notice period required for the relocation of services

(c) Time period in which all asphalt/pavement designs to be done and submitted before the pavement is to be laid.

(d) A minimum of two lanes of traffic (one in each direction) is expected to flow at all times.

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

PS.C1.2.2.5 Reviewing and Updating a Scheme 2 Programme every month:

The contractor shall update the programme every month and submit to the Employer's Agent's Representative.

The Contractor shall revise the programme when instructed to do so by the Employer's Agent's Representative in accordance with the requirements of the Conditions of Contract or when the Contractor is aware that the programme no longer reflects the way in which the Contractor plans to execute the remaining work.

Payment shall be made only upon the revised programme being accepted by the Employer's Agent, regardless of the number of iterations / revisions / corrections made before the programme was accepted by the Employer's Agent.

PS.C1.3 THE CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PS.C1.3.1 The Contractor's General Obligations:

In addition to the Standard Specification, the Contractors General Obligations shall also include:

- Training and supervision of local labour
- Management of labour where labour enhance construction methods are specified
- Compliance with, and application of the Compensation for Occupational Injuries and Diseases Act
- The Contractor's camp site and store yard.

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

Clearing and Grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items.

However, the Contractor may, if he prefers to, have a camp site at another location and must first obtain the written permission of the landowner, and subsequently the Employer's Agent, to do so.

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

The following conditions shall also apply:

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

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. No housing is available for the Contractor's employees and the Contractor

shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

Chemical toilets only will be allowed where temporary facilities have to be provided.

PS.C1.3.1.1 The Contractor's Fixed Obligations:

In addition to the provisions of the Standard Specifications, such charges shall be priced as a percentage of the value of the Works Package Order awarded to the successful Contractor. These charges shall include all that is required thereunder, including obligations arising from the Value-Related Obligations, determined in accordance with the size and category of the CIDB work awarded.

PS.C1.3.1.2 The Contractor's Value Related Obligations:

No separate payment will be made for this item. The Contractor shall make full provision for this requirement under Fixed and Time-Related Charges.

PS.C1.3.2 Contract Sign Boards:

The tendered rate shall include full compensation for providing and erecting each sign board, including for timber poles, concrete bases if required, fixings, excavation and backfill, and for the later removal of the sign board, structures and fixings, and reinstating the area upon completion of the contract. The rate shall include for all labour, plant, tools, materials and equipment.

PS.C.1.5.1 Barriers for Accommodation of Pedestrian or non-motorised traffic or Vehicular Traffic

The contractor shall use New Jersey barriers or similar products as approved by the Employer's Agent's Representative.

The rate shall be in meters (m) and shall include the supply and installation of barriers for the accommodation of traffic.

The contractor must also allow for the installation and removal of the barriers, and the movement of barriers to different works areas as required for the duration of the works.

Payment shall be made for the barriers delivered and removed from site, regardless of the number of times or works areas that the barriers have been used on.

PS.C.1.6 CLEARING AND GRUBBING

PS.C1.7 LOADING AND HAULING

The Contractor shall make his own arrangements for the provision of a suitable approved dumping site off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing, and rock cuttings. The rates in the Bill of Quantities are to include all costs of fees payable to cover the disposal of waste material at the dumping site.

PS.C1.7.2.2 Hauling material to spoil and off-loading it at a designated spoil area

The unit of measurement shall be the cubic meter (m3), as the Contractor shall identify his own spoil site as per the above. The quantity of all materials hauled to temporary stockpile for later use for backfilling purposes or to designated spoil areas shall be taken as 70 % of the measured load volume of the haul vehicle being used to transport soil and gravel material and 50 % of the measured load volume of the haul vehicle being used to transport hard material and boulders.

Measurement and payment shall include all costs of fees payable to cover the disposal of waste material at the dumping site, regardless of the distance travelled.

CHAPTER 2

PS.C2.1 GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES

PS.C2.1.1.1 Contractor's Obligations:

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed. Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.

In general, the Employer's Agent may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Employer's Agent such work is necessary to ensure the stability of any other works over such trenches.

This in no way relieves the Contractor of his responsibilities in terms of the works. PS.C2.1.6 Trench Excavation: The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services. The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.

PS.C2.1.6 Trench Excavation:

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

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

The following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:

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

2) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. An item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the

Contractor's tendered rate for this item shall include for stockpiling if deemed necessary.

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

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

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

PS.C2.1.1.2 Shoring of trenches to Excavations

The Contractor shall be responsible for the design and installation of all shoring where applicable, which must not only comply with all of the relevant safety regulations pertaining to the provision of safe working conditions in earthwork excavations but also will provide sufficient lateral support to minimise any damage to adjacent structures, services or road surfaces.

In addition to the above all excavations in road reserves and adjacent to structures and where excavations are in excess of 1,0 m in depth shall be supported with close shoring and no open or intermittent shoring of any description will be permitted.

The minimum requirements for shoring of these trench excavations shall be as follows:

i. Either ribbed steel trench sheeting of suitable thickness with an edged return for interlocking or suitably sized timber poling boards or runners are to be used. Adequate sized walling's at suitable intervals are to be provided. Struts shall consist of either adjustable tubular steel jacks or timber suitably sized for the load application.
ii. The shoring for the excavations shall be progressively installed as the excavation proceeds. Care being taken to ensure the soil is not removed within a minimum 300 mm of the toe of the runners.
iii. Installation of shoring after the trench has been excavated to a depth in excess of 1,5 m is not acceptable.
iv. Details of the proposed shoring must be supplied to the Employer's Agent at least two weeks before the operation commences. During the backfilling, sides of the trench including the road layers above any over-excavated sections are to be cut back to a point behind the over excavation.
   a. No separate item has been allowed for in the Bill of quantities and the Contractor shall allow in his excavation rates for shoring as necessary. The cutting back of the trench sides shall be to the Contractor's account.

PS.C2.1.16 Subsurface Drains in Trench Bottoms:

The unit of measurement shall be the metre of subsoil drain constructed complete as specified or shown on the drawings.

- These shall be "Netlon" plastic subsoil pipes complying with SABS 791 as amended, or the new Flo Drain system.
- Hole Size : 5 ∀ 1 mm
- Diameter Diameter of Pipe: 100 ∀ 10 mm.

Pipe Invert : 25% of the circumference of the pipe is to be free from slots or holes to form an invert to the pipe.

The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall.

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

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

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

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

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

The geofabric shall include for wrapping the geofabric around either the subsoil pipe, subsoil drain or stone bedding.

The tendered rate shall include full compensation for constructing the subsoil drain complete, including excavation by hand in soft material, the supply and installation of geotextiles and pipes and the supply and placing of any drainage aggregate. The rate shall be subject to an extra over-payment under item C2.1.7 and shall also be subject to additional payment under item C2.1.17 for the removal disposal of any surplus or unsuitable excavated material to spoil sites provided either by the Employer or the Contractor.

PS.C2.1.27.1 Demolition of Existing Manholes, Access Chambers and Other Service Structures Consisting of: Unreinforced Concrete and Reinforced Concrete:

Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined lines and levels, and any loose and fragmented material shall be removed. Where partial demolition is not required but extension work only, the contact surface shall be roughened and cleaned of all dirt and loose particles.

Only hand operated breaking equipment shall be used for the demolition of concrete where extension work is required.

The unit of measurement shall be the cubic meter of plain concrete demolished. The tendered rate shall include full compensation for all labour, plant and equipment (including any specialised equipment) required to demolish the existing concrete.

The rate shall include for the labour, plant and material necessary for:

a) breaking down brickwork to 1 m below formation level;
b) sealing the incoming and outgoing pipes with concrete;
c) backfilling with clean, coarse sand and compacting to 95% MOD AASHTO;
d) storing manhole covers on site for re-use or spoiling to tip.
e) disposal of the product of the demolition to an approved borrow pit.
f) any river diversions, coffer-damming and/or any dewatering activities that is necessary for the demolition activities.
g) full compensation for any necessary measures to ensure no debris contaminates or restricts the stream flow in rivers and for any debris that has fallen into rivers to be recovered.
h) any falsework access required to demolish the structure and the removal thereafter. The

Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the Falsework. In the case of retaining structures (example of wing walls) and slabs, beams or bridge superstructures,

i) safe retention of material behind the demolished retaining structure during demolishing activities and safe retention of material after the demolishing activity is complete.

The contractor is to submit a detailed method statement for the pre and post demolition activity that is to be reviewed by the Employer's Agent's Representative for record and comment, prior to the construction activity.

Approval by the Employer's Agent's Representative of the contractor's proposals for falsework, retaining of banks shall not relieve the contractor of his responsibility for its stability or for any loss or damage arising out of design errors or the use of defective materials.

PS.C2.1.27.2 Demolition of Existing Manholes, Access Chambers and Other Service

Structures Consisting of: Masonry:

The unit of measurement shall be the cubic meter of masonary demolished. The tendered rate shall include full compensation for all labour, plant and equipment (including any specialised equipment) required to demolish the masonary.

The rate shall include for the labour, plant and material necessary for:

a) breaking down brickwork to 1 m below formation level;
b) sealing the incoming and outgoing pipes with concrete;
c) backfilling with clean, coarse sand and compacting to 95% MOD AASHTO;
d) storing manhole covers on site for re-use or spoiling to tip.
e) disposal of the product of the demolition to an approved borrow pit.
f) any river diversions, coffer-damming and/or any dewatering activities that is necessary for the demolition activities.
g) full compensation for any necessary measures to ensure no debris contaminates or restricts the stream flow in rivers and for any debris that has fallen into rivers to be recovered.
h) any falsework access required to demolish the structure and the removal thereafter. The Contractor shall be entirely responsible for the foundation assessment, loading assessment, analysis, safe design, production of working drawings, construction and dismantling of the Falsework. In the case of retaining structures (example of wing walls) and slabs, beams or bridge superstructures,
i) safe retention of material behind the demolished retaining structure during demolishing activities and safe retention of material after the demolishing activity is complete.

PS.C2.2.1.1 Cable Ducts:

The following ducts shall be used for this aspect of the project.

110mm or 160mm ribbed HDPE duct (Kabelflex or similar approved).

On completion of duct laying and backfilling, the ducts shall be proved by twice pulling through a cylindrical cleaning brush, once in each direction. The ducts shall then be proved by drawing through a wooden or Teflon mandrel 400mm long and 5mm less in diameter than the duct. The sub-contractor shall provide a method statement for carrying out of the duct proving

PS.C2.2.7.4 Brick Headwall to Ducts:

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

CHAPTER 3

PS.C3.2.3.2 Concrete Pipe Culverts:

A3.5.2 Culvert Material

c)Prefabricated concrete pipe culvert units – Replace “Ogee joints” with “Spigot and Socket pipes”

Reinforced concrete pipes for stormwater shall –

a) comply with S.A.B.S. 677 for S.C. type pipes without lifting holes;
b) be manufactured with a spigot and socket type joint suitable for use with a rubber ring joint; and
c) comply with the proof load requirements for the various classes of pipe as indicated on the contract drawings and/or in the schedule of quantities.

The rubber ring joints shall comply with S.A.B.S. 974 - Part 1.

Laying:

All pipelaying and jointing shall be undertaken by experienced pipelayers who shall, when requested, produce proof of their capabilities to the satisfaction of the Employer’s Agent’s Representative. The various types of pipes and culverts shall be handled and laid in accordance with the manufacturer's instructions. The Contractor shall provide the latest copy of the instructions and shall ensure that all pipe layers have a good working knowledge of the required procedures. Notwithstanding anything contained in the instructions, the Employer’s Agent’s Representative's interpretation shall be final.

Pipes and culverts shall be lowered gently and carefully into the trench without jarring or bumping by crane, derrick, or other approved lifting tackle and care shall be taken not to damage the items. The hand installation of pipes shall only be permitted when using U.P.V.C. or A.C. pipes up to a nominal diameter of 150 mm unless authorised by the Employer’s Agent’s Representative.

Control of the level and line of the pipeline, to ensure correct placing to designed line and level, shall be by side and top lines or other acceptable means approved by the Employer’s Agent’s Representative.

All internal surfaces of pipes and fittings shall be kept clean and free of foreign matter both during and after laying. The surfaces of all joints shall be thoroughly cleaned before the pipe or special is placed in its final position. No water shall be allowed to come in contact with or run through any pipe before the joint has been completed and at no time shall muddy, clayey or dirty water be allowed to enter the pipe.

Exposed ends of pipe and fittings in the trench shall be sealed by suitable end caps at all times when pipelaying is not actually in progress.

Laying shall commence at the lower end of the trench and proceed upgrade. Pipes and fittings must be laid with their spigots or male end pointing in the direction of the flow. All pipes and culverts shall be laid in a straight line, both in the horizontal and vertical plane, between adjacent manholes or catchpits except where shown on the contract drawings or directed by the Employer’s Agent’s Representative.

Each pipe, fitting or culvert unit shall mate uniformly with the next to preserve an invert free from steps. Except with the prior consent of the Employer’s Agent’s Representative, the laying of pipes and the bedding cradle, if specified, between any two consecutive manholes shall be checked by the Employer’s Agent’s Representative for line and level before the selected fill blanket is placed.

Where pipes are required to be cut on site, only manufacturer's recommended special machines shall be used and the resultant pipe end must be clean and uniform.

No pipes shall be left overnight or during rainy weather without sufficient backfilling between pipe couplings to prevent flotation. Where pipes are indicated on the contract drawings to be laid to a horizontally curved alignment the pipes must be fully jointed in a straight line and subsequently deflected with the previously laid pipe suitably anchored to prevent movement. Care must be taken to ensure the pipes are laid in a smooth curve with equal deflections at each joint.

Jointing:

All pipe joints and the operation of jointing shall be carried out strictly in accordance with the pipe suppliers instructions. In particular:

a) all rubber rings and seals shall be carefully inspected after being placed in position and before the joint is closed to ensure that they have not suffered any cuts, tears or other damage and are not in any other way defective;

   Care shall be taken to ensure that:
   i) all jointing surfaces are cleaned immediately prior to jointing;
   ii) the joint gaps in the bedding remain clear and the alignment of the pipe remains true;
   iii) the full weight of the pipe does not rest on the rubber ring during jointing;
   iv) pipes with damaged jointing surfaces are not used in the pipe run between manholes but are set aside for building into manhole walls etc.;

b) pipes and fittings of different materials shall be jointed only with special adaptors recommended by the pipe manufacturer; and

c) where a pipeline passes through a rigid structure and to prevent possible shear failure of the pipe, two flexible joints shall be positioned on each side of the structure. These shall be positioned 0,3 m and 0,8 m respectively from the nearside faces of the structures.

Concrete Encasement of Pipes:

The lower part of the encasement shall be constructed as for a class A bedding. Once the line has been tested and approved, the encasement of the pipes shall be completed, care being taken to ensure that the expansion joints in the upper part of the encasement coincide with that in the lower part. No backfilling over the concrete shall be commenced until the concrete has achieved a compressive strength of 15 MPa.

Pay Trench Width:

For payment purposes only, where measurement is specified by volume and a pipe is to be laid, the pay trench width shall be as indicated in the table below which is based on the excavation having vertical sides. Wherever the pay width is used to compute the measurement of volume in the following measurement and payment items provision shall be allowed in the rates for additional excavation necessary to either shore or batter back, the trench sides, if open battered trench excavations is permitted.

Nominal Diameter (mm)		Trench Width (mm)
over	upto	
0	100	700
100	700	nominal internal diameter plus 600
700	1000	" plus 800
1000	2000	" plus 1 000
2000	-	" plus 1 200

Pipe laying shall also include: compaction of bedding, the laying, including curved alignment where specified, building pipes into manholes, catchpits and through rigid structures, all cutting and wastage of materials.

PS.C3.2.15.2 Manholes:

The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed. Standard drawings refer to drawing nos. 38570, 38571, 38572, 38573 and 38574.

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depts greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

Unit of Measure: Number (No.)

Refer to COTO A3.2.

PS.C3.2.15.3 Inlets:

The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding, brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.

Standard drawings refer to drawing nos. 38570, 38571, 38572, 38573 and 38574.

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depts greater than 1.0m

(payment item C3.2.15.4 shall not apply).The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

Unit of Measure: Number (No.)

Refer to COTO A3.2.

PS.C3.2.15.4 Headwalls:

The tendered rate for these items shall be the number of complete headwalls (as shown on the drawings, including all concrete, brickwork, and other accessories).

Standard drawings refer to drawing no. 38576.

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the headwalls, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. The rate shall further cover the cast-in-situ concrete, energy dissipation blocks, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

All headwalls shall be cast in-situ unless otherwise stated. The use of prefabricated Units may be used subject to approved by the Employer's Agent's Representative prior to use. Prefabricated units, drawings, specs and installation methodology shall be issued to the Employer's Agent's Representative minimum of 3 weeks prior to its programmed construction.

Unit of Measure: Number (No.)

Refer to COTO A3.2, A.2.7.11

PS.C3.2.28 Removal of brickwork from manholes/inlets:

The unit of measurement is cubic metre (m^3) net in place before demolition. The rate shall cover the complete demolition of the structure and associated works and disposal of the material to an approved tip. Backfilling of any resulting cavities shall be paid for separately.

Unit of measurement is cubic metre (m^3)

PS.C3.2.30 Raising or Lowering of Existing Manholes and Inlets

The unit of measurement shall be number (No.) measured in increments of

0,050 m in paved or unpaved areas.

The tendered rate shall include for the removal of the existing adapter slab, cover and frame, storing on site for re-use, demolition of the manhole as necessary, provision of labour and materials for rebuilding the manhole to the designated new level and setting and cover and frame to the correct level. Extra Over items for the various types of cover and frame will be scheduled if

new covers and frames are to be provided. The Extra Over rate should include for the supply of the new covers and frames and the removal from site of the old ones.

Unit of measurement shall be number (No.)

PS.C3.3.2.1 Precast Concrete Kerbing and Cast In-situ Channelling:

The grade of concrete for all cast in-situ work shall be grade 20/13

The sealer shall conform to B.S.4254 of 1967 - Two part polysulphide based sealants for the building industry, as amended.

All kerbs shall be precast, supplied in 1 m lengths and shall conform to the requirements of S.A.B.S. 927 of 1969 - Precast concrete kerbs and channels as published in General Notice 463 dated 9 July 1982.

If the curve radius is less than 25 m, but greater than 2 m, the maximum permissible length of kerb shall be 300 mm. Where the kerb radius is less than 2 m the kerb and channel shall be cast-in-situ.

It is essential that moulds are manufactured and braced from a material which will not warp or distort after repeated use.

Kerbs and in-situ channels shall be laid on a concrete foundation true to line and level to the dimensions shown on the contract drawings. The correct grade and line shall be maintained by use of an approved cord or line. The Contractor shall place sufficient pegs to ensure that the kerbs are laid on a true curve and NOT in a series of chords. Levels shall be adhered to strictly, particularly when graded channels are required between inlets. Kerbs shall be laid with a 13 mm gap and this joint shall be filled with cement mortar and the outside face of the joint shall be struck with a semi-circular jointer.

In addition, suitable expansion joints 13 mm in width shall be provided at ± 18,0 m centres through kerb, channel and supporting concrete. This joint shall consist of a compressible material and polysulphide filler which shall match the colour of the concrete.

Unless otherwise stated in the drawing, the interface between the channel/fillet and the road asphalt is the sett position, as such the kerbs and channels/fillets shall be constructed relative to the sett position and true to level. The precast items and cast-in-situ channels/fillets shall be protected from damage from the remaining road construction operations.

For COTO item C3.3.2.1, the Kerb only shall be prefabricated, and all other components shall be cast in-situ (channels, backing, base etc.)

The unit of measurement shall be the metre (m) and the rate shall cover the supply of all precast items, including transporting, loading, laying and jointing (including all expansion joints and sealer), cast-in-situ concrete foundation, including mixing, laying, float finishing, setting out of kerb and channel, all supervision, plant, testing, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

Unit of Measure: Meter (m)
Standard drawings refer to drawing no. 38577

CHAPTER 4

PS.C4.2 Earthworks:

Tenderers are to note that all topsoil from site is to be excavated to stockpile for later use.

The stockpile sites will be located along the cut areas of the proposed works. Cut material should ideally be moved directly to fill unless there are circumstance that prevent the contractor from doing so. Moving of material from cut to stockpile shall only be done with the approval of the Employer's Agent. The exact location shall be pointed out by the Employer's Agent. The unit of measurement shall be cubic meter (m3) and shall include for labour, plant, and material.

The nature of the roadworks is such that a fair amount of the excavation shall be in concrete / asphalt / intermediate / hard and soft materials. Quantities for any concrete / asphalt requiring breaking up with the use of excavators / breakers shall be measured prior to excavation and agreed upon by the Employer's Agent.

No additional payment shall be made for restricted excavation and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.

Unit of measurement shall be cubic meter (m3)

PS.C4.3 Excavation of existing Road Layers/Gravel Layers:

Existing road/gravel layerworks, excluding the asphalt, shall be excavated as restricted excavation ensuring no contaminating between layers and either:

(a) storing on site for re-use, or;
(b) transporting and off-loading to the Municipal Depot, near to the works or
(c) spoiling at an approved tip site.

The Contractor's rate for the removal of the layerworks, excluding the asphalt, shall include for the full operation, inclusive of haulage, and is to include for the restricted operation as well.

Unit of measurement shall be cubic meter (m3)

PS.C4.3.5.1 MOVING THE SMALL MILLING MACHINE WITH A CUTTING WIDTH OF 1,2 M OR SMALLER WITHIN THE MUNICIPAL BOUNDARY

The unit of measurement shall be the number of times the milling machine is required to be moved from one site to another and cannot be driven and will require a lowbed. Moving of plant will require prior written approval from the Employer's Agent's Representative.

The tendered rates shall include full compensation for the no of lowbed move within a 25km radius.

PS.C4.3.5.2 MOVING THE LARGE MILLING MACHINE WITH A CUTTING WIDTH OF GREATER THAN 1,2 WITHIN THE MUNICIPAL BOUNDARY

The unit of measurement shall be the number of times the milling machine is required to be moved from one site to another and cannot be driven and will require a lowbed. Moving of plant will require prior written approval from the Employer's Agent's Representative.

The tendered rates shall include full compensation for the no. of lowbed move within a 25km

radius.

PS.C4.3.5.3 PROVIDING OF A WIRTGEN KMA 240 RECYCLER (Or Similar) ON SITE

The unit of measurement shall be the number of Wirtgen KMA 240 Recycling machines provided on the site, or the number of times a recycling machine is brought onto the site where it had to be removed temporarily with prior approval. De-establishment and subsequent re-establishment shall also only be measured if undertaken with prior approval.

The tendered rates shall include full compensation for establishment and for de-establishment of the recycling machine.

Payment for returning the machine to the site after removal shall be made only where the removal was in accordance with the Contractor's approved programme of work and not for any other reason. Payment shall not be made for replacing any defective plant.

Payment shall also not be made for moving the milling machine around on the site.

PS.C4.3.5.4 MOVING THE WIRTGEN KMA 240 RECYCLER (Or Similar) WITHIN THE MUNICIPAL BOUNDARY

The unit of measurement shall be the number of times the recycling machine is required to be moved from one site to another and cannot be driven and will require a lowbed. Moving of plant will require prior written approval from the Employer's Agent's Representative.

The tendered rates shall include full compensation for the no of lowbed move within a 25km radius.

PS.C4.4 Excavation of Asphalt and Concrete in Road:

The rate shall cover labour and plant necessary for removal of abandoned roadways, sidewalk / median, concrete sidewalks, scoops, pedestrian and vehicular, interlocking blocks, asphalt paving and brick paving.

Unit of measurement shall be cubic meter (m3)

PS.C4.4.4.1 Cementitious Stabilising Agents:

The cement used shall conform to SABS ENV 197-1 and shall be classified as either CEM II/A-S 42.5 or CEM III/A 32.5 respectively Prior to the commencement of paving of the layer the Contractor shall construct a section of trial layer to demonstrate his capability of constructing the layer in accordance with the specifications.

The trial layer shall be constructed with the same materials, mix proportions and equipment as the Contractor intends using for the main layer. A trial section of not less than 1 000 m2 shall be submitted for approval. The Employer's Agent shall also have the right to call for a new trial section at any stage of the contract when, in his opinion, changes by the Contractor in the approved equipment, materials, mix or plant warrant such a procedure.

The Contractor may, unless advised of any deficiencies in the trial layer, proceed with the main layer from a time ten days after the completion of the trial section or such earlier time as the Employer's Agent may allow. In the event of deficiencies in the trial layer, the Employer's Agent may order the Contractor to construct further trial sections until a satisfactory section is achieved. The Contractor may then proceed with the main layer from a time ten days after the successful

completion of the satisfactory trial section.

Unit of measurment will be % of stabilising agent added

An item has been provided in the BOQ for the trial layer section.

PS.C4.4.4.3 Bituminous Stabilising Agents:

The bitumen used shall conform to SABS ENV 197-1 and shall be classified as either CEM II/A-S 42.5 or CEM III/A 32.5 respectively Prior to the commencement of paving of the layer the Contractor shall construct a section of trial layer to demonstrate his capability of constructing the layer in accordance with the specifications.

The trial layer shall be constructed with the same materials, mix proportions and equipment as the Contractor intends using for the main layer. A trial section of not less than 1 000 m2 shall be submitted for approval. The Employer's Agent shall also have the right to call for a new trial section at any stage of the contract when, in his opinion, changes by the Contractor in the approved equipment, materials, mix or plant warrant such a procedure.

The Contractor may, unless advised of any deficiencies in the trial layer, proceed with the main layer from a time ten days after the completion of the trial section or such earlier time as the Employer's Agent may allow. In the event of deficiencies in the trial layer, the Employer's Agent may order the Contractor to construct further trial sections until a satisfactory section is achieved. The Contractor may then proceed with the main layer from a time ten days after the successful completion of the satisfactory trial section.

Unit of measurement will be % of stabilising agent added

An item has been provided in the BOQ for the trial layer section.

CHAPTER 5

PS. C5.1.1.2 Roadbed Construction

Any particle size greater than 100 mm within this layer shall be removed and replaced with suitable material. The whole of the roadbed, except where stabilised shall then be proof-rolled with a vehicle having a minimum wheel load of 20 kN in order to determine any soft spots.

The Contractor is responsible for protecting the formation at all times. No construction traffic that is likely to cause damage shall be allowed on the formation. Preparation of the formation shall only be carried out after all services and ducts have been laid. Soft spots shall be removed and replaced with suitable material and compacted in accordance with the specification.

The unit of measurement shall be cubic meter (m3)

CHAPTER 9

PS.C9.1 Asphalt Layers:

Smoothness Applicable to Wearing Course: The smoothness of the pavement will be determined by using a profilograph and the surface finish shall be tested in accordance with the following specification. The profile index will be determined using a California type profilograph furnished and operated by the Employer's Agent in the presence of the Contractor.

The profilograph shall be moved longitudinally along the pavement at a speed no greater than 5 kph and shall record the surface profile at full scale vertically. The results of the profilograph test will be evaluated as described in the metricated version of Test No. Calif. 526-D.

The Contractor shall furnish paving equipment and employ methods that produce a riding surface having a profile index of 300 mm per kilometer or less for category "A" Roads and 500 mm per kilometer or less for Category "B" Roads.

The profile measurements will start 10 m and will terminate 20 m from each bridge approach pavement or existing pavement that is joined by the new pavement in the direction of placement. Two pavement profiles will be taken of each day's production and the Profile Index shall be defined as the average of the two profiles. The position the profiles are taken will be either on the centre line of each planned traffic lane, if two traffic lanes are paved, or in the wheel paths of the traffic lane (i.e. 1 m from each edge) if only one traffic lane is included in the paved width. A daily average profile index shall be determined for each day's paving and a profile index of each day's production shall be established as soon as possible.

A day's paving is defined as a minimum of 0,1 km of pavement placed in a day. If less than 0,1 km is paved, the day's production will be grouped with the next day's production.

Rectification:

The full depth of the layer shall be removed and replaced with fresh material laid and compacted to specification. Where the surface level is too high or too low the area rectified shall be not less than one lane wide and at least 15 m long for wearing course. Where the number of surface irregularities exceeds the specified limits the area to be rectified shall be 100 m long and not less than one lane wide.

Construction:

In the areas to be patched the in-situ asphalt surfacing shall be removed to a depth of 100 mm. The sides shall be cut vertically with the edges square. The exposed surface shall be swept of all loose material, a tack coat applied to the bottom and sides and then patched with asphalt base course. After compaction the surface of the patch shall be flush with the adjacent road surface.

Laying of Asphalt:

The Contractor shall provide the Employer's Agent with the name of the asphalt Sub-Contractor before asphalt is laid. The asphalt shall be laid by an approved paving machine. Hand-laying shall be permitted at the Employer's Agent's discretion when the area involved is small. The asphalt shall not be laid if its temperature is below 140 °C.

The asphalt shall be rolled in accordance with the method described in chapter VI of the Asphalt Institute Paving Manual (MS-8). A final density is required of at least 96% of the Marshall density of the mix.

An acceptance certificate for this layer will be issued by the Employer's Agent's inspector when all requirements have been met.

The rate tendered shall include for all extra work required to lay and compact the asphalt base and make-up courses in restricted areas.

Sidewalks:

The rates tendered for paving on sidewalks is to include the laying/paving asphalt or paving bricks by hand to specification (whichever is specified in the Works Package Order), approved weedkiller "Outpace 100 GR." The use of the weedkiller will be closely monitored on site, applied on formation, and if sidewalks are finished with paving bricks then the rate should also include for a additional spray of weedkiller to the finished layer.

Unit of measurement shall be:

- ton (t) of Asphalt supplied and paved to specification, or
- square meter (m2) of Coro Brick Clay or Concrete G Blocks pavers laid to specification

Tenderer's are to further take note of the Technical Specification for Asphalt Contained in Part C3.4.3.

CHAPTER 11

PS.C11.4.5 MATERIALS

PS.C11.4.5.2 a) Steel Guardrails for Erection on Concrete Posts

- Refer to eThekwini Standard Drawing for Concrete Bollard and Steel Guard Rail (Drawing No. 38580)
- Guardrail available in effective lengths of 3.81m and 4m.
- Special lengths available on request.
- Individual sections may be curved to fit any radius from 3 to 45m.
- Manufactured to SANS 1350:2005.
- End protection available in standard bullnose end wings.
- Available either hot dip galvanized to SABS ISO 1461 or uncoated.
- Installation guidelines available on request.

Wherever the Standard Specifications make reference to the use of timber posts for the construction of guardrails, such reference shall be deemed to be amended to require the use of posts as specified in this document and as detailed on Drawing No. 3850.

The substitution of the specified posts in lieu of timber posts shall not constitute grounds for any additional payment. The tendered rate for this item shall be deemed to cover the full cost of supplying, erecting and finishing the guardrail with posts as specified and shown on Drawing No. 3850.

PS.C11.4.5.2 b) Concrete Bollards

- Concrete bollards to be concrete grade 30/13, steel float finish and bottom face to be brushed finish, bollards shall be securely installed in grade 20/13 foundation concrete as per standard drawing no.:38580. Bollard dimensions to comply with the standard drawing No.:38580.
- The rates shall include for excavation in all materials, backfilling and compaction in all materials, removal of existing material to spoil, supply and place concrete complete.
- The unit of measurement shall be number (No) of completed concrete bollards

PS.C11.4.5.2 c) Supply and erect new precast concrete post

- Refer to eThekwini Standard Drawing for Concrete Bollard and Steel Guard Rail (Drawing No. 38580)

PS.C11.4.5.2 d) Supply and install reflective plates

- Type D specified by Department of Transport.
- Type V reflectors also available.
- Manufactured from Chromadek to ensure long service life.
- Retro-reflective material complies with provisions of CKS 191.
- Colour coding to customer specification.
- Slotted base for ease of installation.
- Other basic materials available on request

PS.C11.5 FENCING

PS.C11.5.1 **Clearview Fencing** (or similar approved)

The tender rate for the fencing shall be per meter. The rate must include digging for excavation, compaction, supplying of 2.4m high poles at a specified spacing from the manufacturer. The fence shall be galvanised and resistant to brittleness.

This item shall be measured and paid in meters (m) supplied and erected to line, level and specification.

PS.C11.7.4.1 Road Markings:

The plastic road marking material shall comply with the requirements of Specification BS.3262, 1987 Part 3.

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

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

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

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

b) **Aggregate:** The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.

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

Sieve	% Retained
0,18 mm	0 - 3
0,850 mm	5 - 20
0,425 mm	65 - 95
Below0,425 mm	0 - 10

Minimum of spherical beads by number 70%

d) **Luminance:** The luminance factor of white SPRAYPLASTIC shall be not less than 70.

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

f) **Low Temperature Impact Resistance:** Shall pass the impact test when tested at -10 C (temperate grade) or -1 C (semi-tropical or tropical grades).

g) **Abrasion resistance:** The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions. Items have been included in the Bill of Quantities for the provision of temporary road marking using P.V.A. paint.

PS.C11.7.4.2 Road Studs:

a) **Temporary Road Studs** will be used for all temporary works, ie. deviations/ detours.

The unit of measurement shall be number (No.).
The rate shall include for the supply, installation and removal of the markers. They shall be amber and red in colour.

b) **Permanent Road Studs** will be used in the permanent works.

The unit of measurement shall be number (No.).
The rate shall include for the supply and installation of the studs. They shall be white, yellow and red in colour.

CHAPTER 12

PS.C12.3.20 Dumprock:

The dumprock shall consist of fresh to slightly weathered upgraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mudrocks shall not be accepted. Dumprock shall have a minimum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be upgraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site.

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

Dumprock shall be spread and levelled such that when compacted it is at the specified thickness and levels. When the correct road profile has been attained the dumprock layer shall be rolled 5 passes of a 10/12 ton static three wheel steel roller or equivalent vibrating roller.

Dry, fine material (13,2 mm down) with a Plastic Index of between 0 and 7 shall then be applied in a blanket over the full width of the layer. With hand labour following the roller, the fine material shall be rolled and broomed into the voids of the stone. This procedure shall be repeated until the stone layer will accept no further fines. Compaction of the layer shall continue until movement of the material under the compactor becomes negligible or for a maximum of 10 passes of the roller whichever occurs first.

The completed dumprock layer shall be measured in cubic metre (m^3). The rate shall cover the supply, loading, transporting, dumping, spreading of all materials and all processing of the layer and proof rolling, all as detailed.

Unit of measurement shall be cubic meter (m3)

PS.12.3.21 Choking of G5 Material into Dump rock Layer

After the dump rock layer has been processed and approved by the Employer's Agent's Representative, G5 material shall be imported and spread over the dump rock layer. The G5 material must fill the voids of the upper surface of the dump rock and then be used to provide for level / uniform surface on the dump rock layer. Rate to include for importing, spreading, choking, spreading again and then rolled with a steel drum roller with vibration. On completion of the rolling and vibration. On completion of rolling and vibration, all voids are to be closed to provide a uniform surface. A light roll without vibration by the roller may be required again. The unit of measurement shall be in tonnes (t) and the quantity used will be based on the tally slips. All original tally slips to be received by the Resident Employer's Agent's Representative.

PS.C12.3.22 Geofabrics:

The synthetic fibres of a geotextile blanket shall consist of at least 100% by mass of polypropylene, polyethylene or a polyester polymer and shall contain such additives as are necessary to render the filaments resistant to the effects of ultra-violet radiation in accordance with the following requirement:

The geotextile shall retain 80% of its specified strength after an effective exposure period of 1500 hours to direct sunlight.

Permeability/porosity of fabric must be determined/verified by the supplier, which will have to be verified on site.

The grade of geotextile shall conform to Table 1 of SABS 0221-1988

Unit of measurement shall be square meter (m^2)

TABLE 1 - GRADES OF GEOTEXTILES

1	2	3	4	5	6	7	8	9	10	11
Property	Grades									
	1	2	3	4	5	6	7	8	9	10
	Minimum value									
Thickness, mm	as specified by manufacturer									
Mass per unit area, g/m²	100	100	140	140	200	200	240	240	300	300
Penetration load, kN	1,0	1,0	1,5	1,5	2,5	2,5	3,0	3,0	4,0	5,0
Tensile strength, kN/m	6	6	10	10	13	13	18	18	25	30
Permeability, 1/s.m²										
High flow	200	-	170	-	130	-	80	-	40	-
Low flow	-	25	-	20	-	15	-	10	-	5

PS. C12.3.23 Geosynthetics:

The Engineer's approval of the make and grade of the geosynthetic shall be obtained by the Contractor before any geosynthetic is ordered or used on the works.

The instruction from the Employer's Agent to use a certain geosynthetic shall require the Contractor to supply and install that geosynthetic or an approved equivalent by the Employer's Agent.

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

Refer to COTO A12.11 for all geosynthetics

Goetextile: The synthetic fibres of a geotextile blanket shall consist of at least 100% by mass of polypropylene, polyethylene or a polyester polymer and shall contain such additives as are necessary to render the filaments resistant to the effects of ultraviolet radiation in accordance with the following requirement:

The geotextile shall retain 80% of its specified strength after an effective exposure period of 1500 hours to direct sunlight.

PROPERTIES		GRADES									
		1	2	3	4	5	6	7	8	9	10
		MINIMUM VALUE									
Thickness, mm		as specified by manufacturer									
Mass per unit area, g/m²		10	100	140	140	200	200	240	240	300	300
Penetration load, KN		1	1	1.5	1.5	2.5	2.5	3	3	4	5
Tensile strength, kN/m		6	6	10	10	13	13	18	18	25	30
Permeability 1/s.m²	High flow	200		170		130		80		40	
	Low flow		25		20		15		10		5

PSC12.3.22 Geosynthetics: Embankment protection

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

CHAPTER 13

PS.C13.4 CONCRETE

PS.C13.4.13.1 Complete demolition and disposal of existing structural concrete elements or parts of existing structures

The tendered rate shall include for full compensation for all labour, plant and equipment required to process the demolished product by separating the reinforcing steel from the concrete on site. Only the reinforcing steel shall be disposed of. The processed concrete without steel shall be stockpiled on site to be reused as backfill material in the same manner as excavated material, and all provisions of C13.1.7.1 shall apply to the processed concrete material. The tendered rates shall include full compensation for the stockpiling of material and the hauling of demolished or processed material for a haul distance of 1,0 km.

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

C3.4.3 Technical Specifications for Asphalt

C3.4.3: Technical Specification for Asphalt

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1. SCOPE

This specification covers the manufacture of hot/warm mix asphalt. There are a total of 15 hot/warm asphalt mixes covered in this specification:

- 9 sand skeleton mixes
  - Designated “Sa”
  - 3 NMAS mix sizes
    - “10”, “14” mm and “20” mm
- For use in :-
  - Standard traffic loading and speed conditions (“S”)
  - Heavy traffic loading and speed conditions (“H”)
  - Very Heavy traffic loading and speed conditions (“V”)
  - Extreme traffic loading and speed conditions (“E”)
- 4 SMA (stone skeleton) mixes
  - Designated “SMA”
  - NMAS mix sizes
    - “10” mm and “14” mm
  - For use in:
    - Very Heavy traffic loading and speed conditions (“V”)
    - Extreme traffic loading and speed conditions (“E”)
- 2 EME mixes
  - Designated “EME”
  - 2 NMAS mix sizes
    - “14” mm and “20” mm
  - For use in:
    - Extreme traffic loading and speed conditions (“E”)

(A “Sa-H14” mix is thus a Sand Skeleton mix of Nominal Maximum Aggregate Size 14.0mm to be used in Heavy traffic loading and speed conditions. A description of every mix required can be found in Table 5).

2. REFERENCES AND STANDARD SPECIFICATIONS

Reference to the following standard specifications, guideline documents and codes of practice (Table 1) shall be deemed to be references to the latest issues of the relevant documents:

Table 1

SANS 9001	Quality management systems – Requirements
SANS 4001-BT1	Penetration grade bitumen
SANS 4001-BT3	Anionic bitumen road emulsions
SANS 4001-BT4	Cationic bitumen road emulsions
SANS 1083	Aggregates from natural sources
SANS 824	Lime for soil stabilization
SANS 50197-1	Cement – Part 1: Composition, specification and conformity criteria for common cements
SANS 1491: Part 1	Portland cement extenders - Part 1: Ground granulated blast-furnace slag
SANS 1491: Part 2	Portland cement extenders - Part 2: Fly ash
Act 85 of 1993	Occupational health and safety act
Act 39 of 2004	National environmental management: Air quality act
Sabita Manual 5	Guidelines for the manufacture and construction of hot mix asphalt
Sabita Manual 27	Guidelines for thin hot mix asphalt wearing courses on residential streets

3. MATERIAL

3.1. Bituminous Binder

Binder selection shall be guided by both the asphalt mix requirements outlined in section 4 and the South African PG Binder Classification System.

Straight run bituminous binders shall conform to SANS 4001-BT1 and shall be selected from penetration grades 10/20, 15/25, 35/50 or 50/70.

Modified binders shall be selected from A-E1, A-E2, A-P1 A-H1 or A-H2 and shall comply with the requirements of Tables 7 and 9 respectively from the Sabita Technical Guideline TG1.

The binder penetration grade, the type of modifier used (as applicable) and the SA PG Binder Classification shall be indicated in the mix design report.

3.2. Aggregates

3.2.1. Coarse Aggregate

Coarse aggregate shall comprise single sized, clean, unweathered material and shall be free from organic matter and other deleterious substances. The aggregate shall conform to the requirements of Table 2 “Aggregate Quality Requirements”. The grading and dust content of
the aggregate shall comply with the requirements of Table 4302/8 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

3.2.2. Fine Aggregate

Fine aggregate shall consist of the mineral matter passing the 5,00 mm sieve and retained on the 0,075 mm sieve and shall consist predominantly of freshly crushed aggregate or clean, natural hard sand. Fine aggregate shall conform to the requirements of Table 2 “Aggregate
Quality Requirements”. Material derived from the mechanical crushing or milling of rock shall be well graded between 5.0mm and 0.075mm. The grading and dust content of material derived from the natural disintegration of rock shall comply with the requirements of SANS
1083 Table 1 (Column 2).

The use of natural sands is limited or prohibited in certain asphalt mixes. These limitations are quantified under section 3.2.5 “Aggregate Blends”.

3.2.3. Filler

Filler shall comprise the material predominantly passing the 0.075 mm sieve and shall consist of either inert material (crushed rock fines) or an approved active filler or a combination thereof.

Active filler shall consist of either milled blast furnace slag, hydrated lime, portland cement, fly-ash or a combination of these materials. Active fillers shall conform to the relevant SANS specification for the particular material. Filler shall also conform to the requirements of Table 2 “Aggregate Quality Requirements”.

The permissible active filler content in any asphalt mix shall be no more than 2% by mass of mix aggregates.

3.2.4. Reclaimed Asphalt

Fragments of asphalt obtained from the road or from stockpiles of discarded asphalt may be used in the manufacture of asphalt mixes. Reclaimed asphalt (RA) shall be characterized and processed in accordance with the recommendations set out in TRH 21 “Hot mix recycled asphalt”.

The RA content of asphalt mixes shall be limited as noted in Table 3.

Mix Type	Maximum RA Content
Sand Skeleton Mixes	50%
SMA	0%
EME	20%

Table 3 Permissible RA Content

3.2.5. Aggregate Blends

Aggregates shall be blended in such a manner so as to produce an asphalt mix conforming to the requirements of each particular mix type and nominal maximum particle size. The required aggregate blending will be achieved through the mix design process.

3.2.5.1. Sand Skeleton Mixes

Aggregate gradings are required for 3 nominal maximum particle size (NMPS) mixes (ie.10mm, 14mm and 20mm). The aggregate grading for these mixes shall
be guided by the control points in Table 4.

Sieve Size (mm)	Percent Passing					
	Nominal Maximum Particle Size (NMPS)					
	10mm		14mm		20mm	
	Min.	Max.	Min.	Max.	Min.	Max.
37.5						
28					100	
20			100		80	100
14	100		80	100		85
10	80	100		85		
7.1		85				
5						
2	32	67	28	58	23	49
1						
0.6						
0.3						
0.15						
0.075	2	10	2	10	2	8

Table 4 Sand Skeleton Asphalt Mix Grading Control Points

A maximum of 10% natural sand (by mass of mix aggregates) may be used in sand skeleton mix types Sa-H, Sa-V and Sa-E.

The reclaimed asphalt (RA) content of sand skeleton mixes shall be limited to 50% maximum as noted in Table 3.

3.2.5.2. Stone Mastic Asphalt (SMA) Mixes

Stone Mastic Asphalt is a stone skeleton mix type. The aggregate grading for SMA mixes shall be guided by the requirement that the stone skeleton coarse aggregate structure is not dilated by the mastic in the voids of the stone skeleton structure.

The use of “natural” sand shall not be permitted in SMA mixes.

The use of reclaimed asphalt (RA) shall not be permitted in SMA mixes.

SMA grading blends are required for two SMA NMPS mixes:

- 10mm
- 14mm

3.2.5.3. Enrobé à Module Élevé (EME) Mixes

EME aggregate gradings shall be guided by the requirements outlined in Sabita Manual 33 “Interim design procedure for high modulus asphalt”.

The use of “natural” sand shall not be permitted in EME mixes.

The reclaimed asphalt (RA) content of EME mixes shall be limited to 20% maximum as noted in Table 3.

EME grading blends are required for two EME NMPS mixes:

- 14mm
- 20mm

3.3 Warm Mix Asphalt Technologies/Additives

Warm Mix Asphalt (WMA) technologies/additives shall conform to the appropriate requirements outlined in SABITA Manual 32 “Best practice guideline for warm mix asphalt” and shall be approved prior to use. The contractor shall provide the Roads Provision Department with the name and type of technology/additive to be used together with any other technical information pertinent to its use in the asphalt mix.

Aggregate Property		Coarse Aggregate		Fine Aggregate (Crushed Rock)	Fine Aggregate (Natural Sand)[1]		Combined Total Fine Aggregate	Inert Filler	Active Filler
Parent Material		Clean un-weathered crushed rock		Clean un-weathered crushed rock	Clean natural fines not obtained from crushed parent rock		-	Un-weathered rock dust	Approved commercial non-plastic material
		Sand Skeleton Mixes (Sa, EME)	Stone Skeleton Mixes (SMA)						
Grading		COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998) Table 4302/8		Well graded between 5.0mm and 0.075mm sieves	SANS 1083 Table 1 (Column 2)		Passing 5.0mm sieve	P0.075 > 75%	P0.075 > 75%
ACV (%) (max.)		25	21	25 (Parent rock)	-		-	-	-
10% FACT (Dry) (Min.)		160 kN	210 kN	-	-		-	-	-
10%FACT (Wet) (Min.)		75% of 10% FACT (Dry) Value	75% of 10% FACT (Dry) Value	-	-		-	-	-
Flakiness Index (Max.)	20mm & 14mm Aggregate	25		-	-		-	-	-
	10mm & 7.1mm Aggregate	30		-	-		-	-	-
	SMA Mixes	20		-	-		-	-	-
Polished Stone Value (Min.)		50							
Water Absorption (%) (Max.)		1.0		1.5	1.5		1.5	-	-
Sand Equivalent (%) (Min.)		-		40	River	Pit	50	-	-
					80	50			
Methylene Blue Adsorption Value (Max.)		-		0.7	0.7		0.7	-	-
Permissible Content (% by Mass of Mix Aggregates)		-		-	0-10		-	-	0-2

Table 2 Aggregate Quality Requirements

4. HOT/WARM MIX ASPHALT MIXES AND DESIGN

4.1. Asphalt Mix Requirements

There are a total of 15 mixes required:

- 9 sand skeleton mixes (i.e. continuously graded mixes)
- 4 SMA (stone skeleton) mixes
- 2 EME mixes

The required asphalt mixes are depicted in Table 5. However, traffic condition risk profiles require additional higher levels of design for particular mixes (Table 6).

Sand Skeleton Mixes (Sa)		Nominal Maxim Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions	S Sa-S10	Sa-S14	
H	Heavy Conditions	Sa-H10	Sa-H14	Sa-H20
V	Very Heavy Conditions		Sa-V14	Sa-V20
E	Extreme Conditions		Sa-E14	Sa-E20
Design Level	Mix Types			
Level I	Sa-S10, Sa-S14			
Level II	Sa-H10, Sa-H14, Sa-H20, Sa-V14, Sa-V20			
Level III	Sa-E14, Sa-E20			

Sand Mastic Asphalt (SMA)		Nominal Maxim Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions			
H	Heavy Conditions			
V	Very Heavy Conditions	SMA-V10	SMA-V14	
E	Extreme Conditions	SMA-E10	SMA-E14	

Enrob é à Module Élevé (EME)		Nominal Maxim Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions			
H	Heavy Conditions			
V	Very Heavy Conditions			
E	Extreme Conditions		EME-E14	EME-E20

Table 5 Asphalt Mix Requirements

Traffic Volume (million E80's)	Traffic Condition Category		
	Traffic Speed (km/h)		
	< 20	20 - 70	> 70
< 3	H	S	S
3 to 10	V	H	H
10 to 30	E	V	V
> 30	**E**	**E**	**E**

Table 6 Traffic Condition Risk Profiles

The typical use of various mix types and mix NMPS is portrayed in Table 7.

Asphalt Mix Use			Mix Type
Mix Nominal Maximum Particle Size (NMPS)			
10.0	14.0	20.0	
Patching/ Handwork			Sa
Wearing Course (Paved)			Sa, SMA
	Base Course (Paved)		Sa, EME

Table 7 Typical Mix Use

4.2. Asphalt Mix Design

Asphalt mix designs are required for every mix supplied. Mix designs for each mix type are to be conducted in accordance with the guidelines noted in Table 8.

Sand Skeleton Mixes	Sabita Manual 35	Design and use of asphalt in road pavements
Stone Mastic Asphalt (SMA)	Sabita Manual 35	Design and use of asphalt in road pavements (Appendix B)
Enrobé à Module Élevé (EME)	Sabita Manual 33	Interim design procedure for high modulus asphalt

Table 8 Asphalt Mix Design Guideline Documents

The mix design process shall consist of a laboratory design, a plant trial and (if required) a paved trial. Once satisfied that the laboratory design and plant and paved trials meet the specified mix requirements, the contractor is to document the final mix parameters (i.e. the Job Mix Formula (JMF)). These parameters will be used for production quality control and acceptance purposes (see Table 9).

Grading
Voids in the Mix (@ design compaction)
Binder Content

Table 9 Mix Parameters for the Job Mix Formula

The contractor shall also include the following “mix charateristics” as a part of his mix design submission :-

- A unique identification number for every mix design
- The binder storage constraints (e.g. maximum storage times, etc.)
- The type of modifier used and the modified binder characteristics to TG1 (if applicable)
- Binder classification in terms of the SA PG Binder Classification System
- Whether the asphalt mix is using a Warm Mix Asphalt technology/additive. The contractor shall comment on any modifications to the “standard” mix design process consequential to the use of the Warm Mix Asphalt technology/additive.
- The maximum mix temperature in the truck at the exit from the plant (in line with industry norms)
- The minimum mix temperature in the truck on delivery (in line with industry norms)
- The minimum recommended mix temperature for compaction of the mix on site (in line with industry norms)
- Comment on any asphalt mix characteristics that should be brought to the attention of the asphalt paving/laying team on site (e.g. EME asphalt mix longitudinal joint construction)

Should substantial changes to material types and properties occur, the asphalt mix designs for affected mixes shall be reviewed and where necessary re-constituted and re-submitted for approval.

4.2.1. Sand Skeleton Mixes

Designs of sand skeleton asphalt mixes are to be conducted in accordance with the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements”. Designs are to be conducted in accordance with the appropriate level (i.e. I, II and III) as indicated in Table 5.

4.2.1.1. Level I Design

The Level I design is aimed primarily at verification of the mix volumetrics. However, a Level I design is a pre-requisite for the Level II and III designs.

Asphalt mixes shall achieve the volumetric criteria noted in Table 11 at the compaction effort noted in Table 10 (or Tables 14 or 17 as applicable) with a design air void content of 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N_{design}
Standard (S)	75+45	75

Table 10 Volumetric Compaction Requirements (Level I)

	NMPS		
	10	14	20
VMA (min.)	15	14	13
VFB	65 - 75	65 - 75	65 - 75

Table 11 Mix Design Requirements (Level I)

Asphalt mixes designed at Level I shall meet the requirements for the empirical performance tests noted in Table 12.

Test	Requirement	Test Method
Modified Lottman (TSR)	0.8 min.	ASTM D 4867 M
Indirect tensile strength (@ 25°C)	900 kPa - 1 650 kPa	ASTM D 6931-07
Dynamic creep (@ 40°C)	10 MPa min.	CSIR RMT 004
Water permeability	0.1mm/s - 4 mm/s	EN 12697-19
Air Permeability (@ 7% Voids) (x 10-8cm2)	1.0 max.	TRH 8 App C
Marshall Stability, Flow and Quotient	Report	SANS 3001-AS2

Table 12 Empirical Performance Tests (Level I)

4.2.1.1.1. Particular Mix Requirements – Mix Sa-S10

Mix Sa-S10 is to be utilized for lightly trafficked residential streets and patching (handwork). Due attention should be paid to the recommendations of Sabita Manual 27 “Guidelines for thin hot mix asphalt wearing courses on residential streets “in the design of mix “Sa-S10”. The additional mix characteristics noted in Table 13 are also required.

	NMPS
	10
Filler/Binder Ratio (Max.)	1.3
Binder Film Thickness (Min.)	7.5

Table 13 Mix Design Requirements

4.2.1.2. Level II Design

The compaction requirements for the Level I design as a precursor to the Level II performance design shall be as noted in Table 14. The design air void content shall be 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N_{design}
Heavy (H) & Very Heavy (V)	-	100

Table 14 Volumetrics Compaction Requirements (Level II)

In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level II shall meet the performance characteristics noted in Tables 15 and 16.

Property	Test conditions	Specification	Test method
Workability	Superpave gyratory compactor - air voids after 25 gyrations (max.)	7%	ASTM D 6925
Durability	Modified Lottman test conditions (min.)	0.8	ASTM D 4867M
Stiffness/ (dynamic modulus)	Dynamic modulus @ 20°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79
Permanent deformation	HWTT at relevant number of passes	See Table 16	AASHTO T 324
Fatigue	Four-point beam fatigue test @ 10°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600με	Report	AASHTO T 321

Table 15 Performance Tests (Level II)

Temperature Zone	6mm Rut	Stripping Point
	No. of Passes (Min.)	
PG 58 Zone	16 000	10 000
PG 64 Zone	20 000	10 000

Table 16 Hamburg Wheel Tracking Test Specifications

4.2.1.3. Level III Design

The compaction requirements for the Level I design as a precursor to the Level III performance design shall be as noted in Table 17. The design air void content shall be 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N_{design}
Extreme (E)	-	125

Table 17 Volumetrics Compaction Requirements (Level III)

In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level III shall meet the performance characteristics noted in Tables 15 and 16 with the additional test temperatures for Stiffness and Fatigue as indicated in Table 18.

Property	Test conditions	Specification	Test method
Stiffness (dynamic modulus)	Dynamic modulus @ -5, 5, 20, 40, 55°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79
Fatigue	Four-point beam fatigue test @ 5, 10 and 20°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600με	Report	AASHTO T 321

Table 18 Additional Temperatures for Stiffness and Fatigue Tests (Level III)

4.2.2. Stone Mastic Asphalt Mixes

Stone Mastic Asphalt (SMA) mix designs are to be conducted in accordance with the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements – Appendix B”.

SMA mixes are required for two NMPS:

- 10mm
- 14mm

The mix design should ensure that the fine aggregate mortar should not induce dilation of the coarse aggregate stone skeleton mix after compaction on site thereby ensuring coarse aggregate interlock. Coarse aggregate for both NMPS will be defined as all material retained on the 5mm sieve.

The stability of the fine aggregate mortar will require enhancement with either cellulose fibre or through modification of the binder or both.

The compacted mix should form an impervious surfacing meeting the water permeability and air permeability requirements noted in Table 12.

The SMA mix shall also conform to the requirements in Table 19.

Design Air Void Content (%)	4.0
Bitumen Content (Min.)	6.0
Voids in Mineral Aggregate (VMA) (Min.)	17
Modified Lottman (TSR) (Min.)	0.7
Schellenberg Drainage Test (%) (Max.)	0.3
VCAmix[1] (%)	< VCAdrc[2]

Note 1. VCAmix is the voids in coarse aggregate (>5mm) of the compacted mix.
Note 2. VCAdrc is the voids in coarse aggregate (>5mm) of the dry rodded coarse

SMA type “V” and “E” mixes shall be subjected to and shall conform with the performance test requirements noted in Table 15. SMA type “E” mixes shall be subjected to the additional temperature test requirements noted in Table 18.

The SMA-E10 and SMA-E14 mixes shall conform to the Dynamic Modulus and Fatigue testing requirements noted in Table 20 (EME Performance Criteria).

A mix design is required for each SMA mix. The mix design document should clearly document the process followed to meet the desired SMA characteristics.

4.2.3. Enrobé à Module Élevé (EME) Asphalt Mixes

EME mix design are to be conducted in accordance with the guidelines set out in Sabita Manual 33 “Interim design procedure for high modulus asphalt”.

EME mixes are required for two NMPS:

- 14mm
- 20mm

Performance criteria should conform to the requirements for a Class 2 EME as depicted in Table 20.

Property	Test	Method	Requirement (Class 2)
Workability[1]	Gyratory compactor (angle 1.25°), air voids after 45 gyrations	ASTM D6926	≤ 6%
Durability	Modified Lottmann, TSR	ASTM D4867	≥ 0.80
Resistance to permanent deformation	RSST-CH, 55°C, 5000 reps	ASTM T320	≤ 1.1% strain
Dynamic Modulus	Dynamic modulus at 10 Hz, 15°C	ASTM TP62	> 16 GPa
Fatigue	Beam fatigue test at 10 Hz, 10°C, to 50% stiffness reduction Strain levels 200, 400, 600με	ASTM T321	≥ 1x106 reps @ 260 με

Table 20 EME Performance Criteria

EME type “E” mixes shall further be subjected to and shall conform with the performance test requirements for Stiffness (dynamic modulus), Permanent Deformation and Fatigue noted in Table 15 with the additional temperature test requirements noted in Table 18.

A mix design is required for each EME mix. The mix design document should clearly document the process followed to meet the desired EME characteristics.

4.2.4. Warm Mix Asphalt

Should a Warm Mix Asphalt be used in the mix, the mix design shall incorporate the use of such a technology/additive in the mix design process. Any consequential deviations from the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements – Appendix B”, Sabita Manual 33 “Interim design procedure for high modulus asphalt” or standard industry practice shall be brought to the attention of the Roads Provision Department and shall be documented in the mix design report.

4.2.5. Mix Design Approval

No mixes may be supplied without approval of the mix design by the Senior Manager: Pavement & Geotechnical Engineering, Roads Provision Department.

The contractor shall label every mix design with a unique identification number to facilitate traceability of mixes using the mix design.

4.2.5.1. Mix Design Approval Process

The contractor shall submit his proposed mix design to the Roads Provision Department for acceptance of the mix design at least 2 weeks prior to initial supply of any particular mix.

Upon request by the Roads Provision Department, the contractor shall also supply samples of raw materials. The minimum sample sizes shall be 50 kg for each aggregate type/size and 5 litres of bitumen/binder. The contractor shall also supply any other relevant information as may be requested.

Once satisfied with the content of the mix design, the Senior Manager: Pavement & Geotechnical Engineering (or his nominee) will give signed approval for the mix.

4.2.6. Mix Design Review

Every mix design is to be reviewed at least annually. The review should include verification of the asphalt mix through testing of at least the following characteristics:

- Binder compliance with SANS 4001-BT1
- Modified binder compliance with TG1
- Binder classification in terms of the SA PG Binder Classification System
- Aggregate and filler compliance with Table 2
- Aggregate BRD, ARD and water absorption
- Mix BRD (@ Ndesign) and MTRD
- Particular mix type characteristics
    - Sand skeleton mixes
        - Level I design mix volumetric and performance characteristics
        - All requirements in Tables 11, 12 and 13 (as applicable) at the appropriate compaction (Table 10 for Level I designs and Table 14 for Level II and III designs.
        - Level II design mix performance characteristics (Table 15)
        - Workability
        - Durability
        - Level III design mix performance characteristics (Table 15)
        - Workability
        - Durability
    - SMA mixes
        - All requirements in Table 19
        - SMA mix performance characteristics (Table 15)
            - Durability
    - EME mixes
        - Mix performance characteristics (Table 20)
            - Workability
            - Durability

Should the binder, aggregate or mix characteristics of any particular mix differ significantly from the characteristics obtained in the initial mix design, then the mix shall be re-designed to meet the relevant volumetric and performance characteristics. In the event of a dispute over the significance of a particular characteristic, the contractor shall undertake the appropriate performance test to prove compliance with the specification.

5. ASPHALT PRODUCTION

5.1. Mixing Plant

Asphalt shall be manufactured through a batch-mixing or drum-mixing plant (approved by the Roads Provision Department) such that the requirements of this specification can be met in full. The plant shall be operated and kept in a well-maintained condition as directed by the Quality Management System. Records of such maintenance shall be made available on request.

All cold aggregates shall be stockpiled in a manner that precludes the possibility of aggregate contamination. At the very least aggregate stockpiles shall be physically separated on concrete slabs. Undue wetting/saturation of (particularly fine) aggregates shall also be prevented through covering (particularly fine) aggregate stockpiles with reinforced waterproof covers at all times when mixing is not in progress. Natural sand aggregates shall be pre-screened through a 13 mm screen before being fed into the cold feed hoppers.

Sufficient binder storage tanks shall be provided to ensure that adequate reserves are maintained for each binder type held without risk of contamination of binders. Binder storage tanks shall be heated in such a manner that the binder is not degraded during heating. The tanks shall also incorporate a circulating system for the binder.

The plant control panel shall enable the plant operator to have simultaneous view of the critical components of the plant inclusive of:

- Binder storage temperature
- Cold hopper feed settings
- Hot aggregate bin masses (as appropriate)
- Binder feed rate
- Plant speed (as appropriate)
- Mixing temperature
-

The plant and its operation shall also conform to the requirements of the following legislation:

- Occupational Health and Safety Act
- National Environmental Management: Air Quality Act

5.2. Quality Control

The quality of mix produced shall be monitored as directed in the contractor's Quality Management System. The asphalt mix constituents (i.e. binder and aggregates), and the asphalt mix produced shall be checked for compliance and consistency on a regular bases through routine process control testing.
The results of such testing shall be available for review by the Roads Provision Department at all times.

5.2.1. Quality Management System

The Quality Management System (QMS) should include documentation outlining the asphalt mix design process, the annual mix review process and processes pertaining to delivery of the asphalt mix.

The QMS shall also include any agreed frequency of split sampling of either raw mix constituents or asphalt mixes (prepared as agreed) with the Roads Provision Department. Such samples are to be delivered to the eThekwini Municipality's Bitumen and Asphalt Laboratory located at the Roads Provision Asphalt Plant in uMhlathuzana Road. All samples shall be adequately and uniquely labelled so that the location of any related mix is readily traceable.

The QMS shall also document the processes to be followed whenever a deviation from specifications is identified. The Contractor shall provide full rectification of any work undertaken with such asphalt mix or materials.

Where applicable, testing is to be conducted using the SANS 3001 series of test methods.

The plant laboratory should be SANAS accredited for the tests undertaken. However, should the laboratory not be SANAS accredited, the Roads Provision Department will need to approve the laboratory for any test result to be considered valid. In line with these processes, the QMS should include as a minimum per mix design, the material characterisation tests included in Table 21.

Quality Control Tests				Minimum Test Frequency
Binder	Penetration			Every batch delivered
	Softening Point			Every batch delivered
	SA PG Binder Classification			1 per 6 months
Aggregate	Coarse Aggregate		Aggregate Grading	Every batch delivered
			Flakiness Index (Max.)	1 per month
			Aggregates BRD, ARD and Water Absorption	1 per month
			ACV, 10%FACT	1 per month
			Polished Stone Value (Coarse Aggregates)	1 every year per stone type and source
	Fine Aggregate		Aggregate Grading	Every batch delivered
			Aggregates BRD, ARD and Water Absorption	1 per month
			Sand Equivalent (Fine Aggregates)	Every batch delivered
			Methylene Blue Adsorption Value	1 per month
Asphalt Mix	Temperature of Mix	In the truck at the exit weighbridge	Every load	
		In the truck at the point of delivery	Every load	
	Bitumen Content		1 test per 200 tons of output or part thereof per day	
	Extracted Mix Aggregate Grading Analysis		1 test per 200 tons of output or part thereof per day	
	Voids Analysis (Bulk Relative Density and Maximum Theoretical Relative Density)		1 test per 200 tons of output or part thereof per day	

Table 21 Test Frequencies

5.2.2. Process Control

The mix temperature of the mix taken in the truck at the exit to the plant shall not exceed the value stated in the mix design. Furthermore, the temperature of the mix taken in the truck on delivery shall not be less than the value stated in the mix design. Quality checks on mix production will be based on the Job Mix Formula (JMF) for the approved mix design. Tolerances on variation from the JMF are given in Table 22.

			Permissible Deviation from JMF (%)	
			Individual Results	Average of 3 Consecutive Results
Aggregate Fraction - Grading	Sieve Size (mm)	28	± 5.0	± 3.0
		20	± 5.0	± 3.0
		14	± 5.0	± 3.0
		10	± 5.0	± 3.0
		7.1	± 5.0	± 3.0
		5	± 4.0	± 2.5
		2	± 4.0	± 2.5
		1	± 4.0	± 2.5
		0.6	± 4.0	± 2.5
		0.3	± 3.0	± 2.0
		0.15	± 2.0	± 1.5
		0.075	± 1.0	± 1.0
Voids in the Mix (@ design compaction)			± 1.5	± 1.0
Binder Content			± 0.3	± 0.2

Table 22 Mix Production Property Limits

All process control testing undertaken by the contractor shall be signed off by the responsible person identified in the QMS and shall be made available to the Roads Provision Department.

- All process control test results shall be referenced back to the unique Mix Design reference number.
- Mix extraction gradings shall be made available within 48 hours of the asphalt being manufactured.
- Binder content and void content shall be made available by 08:00am on the day following manufacture of the asphalt.

Should the test results not be provided as required or should the results fall outside the applicable specifications, the Roads Provision Department reserves the right to suspend any supply until the results are produced and the mix is accepted.

The Contractor shall be responsible for rectification of any work completed (or partially completed) with asphalt mix that does not meet the specification to the satisfaction of the Roads Provision Department. The processes related to the rectification of such work shall be outlined in the QMS.

5.2.3. Acceptance Testing

After reviewing the results of the process control testing, the Roads Provision Department may elect to conduct their own testing of the binder, aggregates or asphalt mix produced. A copy of test results will be submitted to the Contractor as soon as they are available.

Should the acceptance tests indicate that the mix (or any part thereof) is not to specification, the cost of any re-test by the Council shall be to the Contractor's account and shall be deducted from any payments owed to the Contractor.

5.2.4. On Site Mix Problems

The contractor shall also make himself available on site should the workability and compaction of the mix during the paving/laying operation be problematic in order to assist in troubleshooting the cause of such problems. If the root cause of the problem is related to the asphalt mix design, the contractor shall re-evaluate his mix design to correct such issues and re-submit his mix design for approval.

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

To be specified in the Work Package Order Documentation.

C3.5.2 STANDARD DRAWINGS

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

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

C3.6: ANNEXURES

C3.6.1 **PROFORMA WORK PACKAGE ORDER DOCUMENTATION**

C3.6.2 **STANDARD DRAWINGS** (provided as a separate PDF compilation)

C3.6.1 PROFORMA WORK PACKAGE ORDER DOCUMENTATION

Note: this document will be reviewed and edited as is necessary throughout the Appointment Period.

DIRECTORATE

Road Infrastructure Management

DIVISION

ROADS CONSTRUCTION

BRANCH

CHOOSE AN ITEM

WORK PACKAGE ORDER (WPO) AGREEMENT

between

eThekwini Municipality ("the Employer")

and

To be populated with Panel Contractor Names ("the Contractor")

("the Parties")

PANEL CONTRACT DETAILS

PANEL CONTRACT No:	37047-1R
PANEL CONTRACT TITLE:	Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

WORK PACKAGE ORDER DETAILS

WPO No.:	Choose an item.
WPO TITLE:	Click or tap here to enter text.
CONTRACTOR:	To be populated with Panel Contractor Names

QUERIES

Queries can be addressed to: The Employer's Agent's Representative:	To be specified for each Work Package Order.

Document Version: 01/12/2025

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C1.1A: FORM of AGREEMENT and ACCEPTANCE (Contractor)

The *Employer*, identified in the Acceptance of Agreement (Employer) signature block, and the *Contractor*, identified in the Acceptance of Agreement (Contractor) signature block, have entered into an *Agreement* (the Agreement) in respect of the following works:

Contract No: 37047-1R

Contract Title: Rates-Based Panel Contract for Roadway Related Construction Works to be used As-and-When-Required, for a period of 3 Years (CIDB Grades 3CE and 4CE)

WPOA No.: Choose an item.

WPO TITLE: Click or tap here to enter text.

The ***Contractor*** has examined this **Work Package Order and Agreement**, and by signing the *Agreement* shall constitute a binding contract between the Parties.

By the representative of the *Contractor*, deemed to be duly authorized, signing this **Work Package Order and Agreement**, offers to perform all of the obligations and liabilities of the *Contractor* under the Contract and Work Package Order, 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, and Work Package Order Specific Contract Data.

It must be noted that the Work Package Order is based on estimated quantities of work envisaged to be undertaken and is subject to re-measure as the work progresses. The Work Package Order total for this specific project may increase or decrease as the work progresses.

The estimated **Total of the Bill of Quantities**, inclusive of Value Added Tax is:

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

The *Agreement* is accepted by the Employer by signing the Acceptance part of this **Work Package Order and Agreement** and returning one copy of the *Agreement* to the *Contractor*.

Contractor:	**Contractor's Name**	: To be populated with Panel Contractor Names
	Signature *(of person authorized to sign)*	: .....
	Name *(of signatory in capitals)*	: .....
	Capacity *(of Signatory)*	: .....
	Date	: .....
	Telephone/ Cell phone	: .....
Witness:	**Signature**	: .....
	Date	: .....
	Name *(in capitals)*	: .....

C1.1A: FORM of AGREEMENT and ACCEPTANCE (Employer)

By signing this **Acceptance of Agreement**, the *Employer* accepts the *Contractor'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 *Contractor's* Offer shall form an *Agreement* between the *Employer* and the *Contractor* 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 C1.1A : Agreement and Acceptance of the Work Package Order (Contractor)
- Part C1.1A : Agreement and Acceptance of the Work Package Order (Employer)
- Part C1.2A : Project Specific Contract Data
- Part C2.2A : Bill of Quantities (Compiled using the priced bill of the *Contractor*)
- Part C3.1A : Work Package Order: Scope of Works
- Part C3.3.1A : Standard Specifications
- Part C3.3.2A : Amendments to the Standard Specifications
- Part C3.4A : Particular Specifications
- Part C4.A : Site Information
- : Returnable Documents

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

The *Contractor* shall within one week after receiving a completed copy of this *Agreement*, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data/ Work Package Order Specific Contract Data at, or just after, the date this *Agreement* comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this *Agreement*.

Notwithstanding anything contained herein, this *Agreement* comes into effect on the date when the *Contractor* receives one fully completed original copy of the *Agreement*. The *Agreement* shall constitute a binding contract between the parties.

Employer:	**Employer's Name**	: eThekwini Municipality, Roads Provision Division
	Signature *(of person authorized to sign)*	: .....
	Name *(of signatory in capitals)*	: .....
	Capacity *(of Signatory)*	: .....
	Date	: .....
	Telephone/ Cell phone	: .....
Witness:	**Signature**	: .....
	Date	: .....
	Name *(in capitals)*	: .....

C1.2A: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Definition

Work Package Order and Agreement: the documentation issued to the Contractor, on an "As-and-when-required" basis, that specifies the Works and Conditions applicable to a specific Work Package Order. The Work Package Order and Agreement is to be read in conjunction with, and shall have precedence over, the originating contract's Contract Data.

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA (applicable to Work Package Order)

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period:** [Specify]

1.1.1.14 The **time for achieving Practical Completion:** [Specify]

1.1.1.15 **The Employer** is the eThekwini Municipality as represented by:
Deputy Head: **ROADS CONSTRUCTION DIVISION**

1.1.1.16 The **name of the Employer's Agent :** [Specify]

1.1.1.17 The name of the **Employer's Agent's Representative:**
Name: Raj Singh
Tel: 031-311 7971
eMail: Raj.Singh@durban.gov.za

1.2.1.2 The address of the **Employer's Agent:** [Specify]

5.3.1 The **documentation required** before commencement with Works execution **:** [Specify]

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- SUB-CONTRACTING Implementation Plan (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be

expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

5.3.2 The **time to submit the documentation:** [Specify]

5.13.1 The **penalty for delay** in failing to complete the Works**:** [Specify]

5.14.1 The **requirements for achieving Practical Completion:** [Specify]

5.16.3 The **latent defect liability** period**:** [Specify]

6.2.1 **Security (Performance Guarantee) :** [Specify]

6.10.3 **Retention Money: :** [Specify]

8.6.1.2 **SASRIA Coupon Policy** for Special Risks**:** [Specify]

8.6.1.3 The limit of indemnity for **liability insurance:** [Specify]

8.6.1.4 **Ground Support Insurance:** [Specify]

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

Third Party Insurance (Public Liability) : [Specify]

Principal's own surrounding Property Insurance: [Specify]

Insurance of Works: [Specify]

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: ……

The E-Mail address of the Contractor is:

……

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.xx [Add other if required]

C2.2A: BILL OF QUANTITIES

ESTIMATED WORK PACKAGE ORDER VALUE

The total estimated value of the Work Package Order, as calculated from the Bill of Quantities (attached), using the Contractor's Rates as submitted in the originating contract, is:

- R x,xxx,xxx.xx (including VAT)

The Bill of Quantities consists of the following Sections and Parts:

- INDEX to Bill of Quantities
- SECTION 1: Preliminary and General Items (3 Parts)
- SECTION 2: Site Clearance (1 Part)
- SECTION 3: Services (1 Part)
- SECTION 4: Drainage (2 Parts)
- SECTION 5: Earthworks (3 Parts)
- SECTION 6: Layerworks (5 Parts)
- SECTION 7: Ancillary Road Works (7 Parts)
- SUMMARY of Bill of Quantities

PART C3A: SCOPE OF WORK

C3.1A PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.3A : STANDARD SPECIFICATIONS

C3.3.1A The Standard Specifications on which this contract is based are the **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities: October 2020 edition** excluding **Chapter 9 (Asphalt Layers)** which has been replaced by the new specification as included in C3.4.3: Particular Specifications.

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

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and may therefore cover items not applicable to this particular contract.

C3.3.2A AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses in the COTO Standard Specifications, allowance is made for 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 alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the COTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COTO Standard Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COTO Standard Specifications.

CHAPTER 1: GENERAL

A1.1.2 DEFINITIONS

In addition to the **DEFINITIONS** in the originating contract, the following will also be applicable:

[Specify]

[……]

PS1115 GENERAL CONDITIONS OF CONTRACT

In addition to the **GENERAL CONDITIONS OF CONTRACT** in the originating contract, the following will also be applicable:

[Specify]

[……]

PS.C1.2 GENERAL REQUIREMENTS AND PROVISIONS

In addition to the **GENERAL REQUIREMENTS AND PROVISIONS** in the originating contract, the following will also be applicable:

[Specify]

[…….]

C3.4A: PARTICULAR SPECIFICATIONS

In addition to the Particular Specifications in the originating contract, the following will also be applicable:

C3.4.1 [Specify]

C3.4.2 [……]

C3.5A: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

[Specify]

C4A: SITE INFORMATION

C4.1 LOCALITY PLAN

[Specify]

C4.2 CONDITIONS ON SITE

[Specify]

C4.3 TEST RESULTS

[Specify]

RETURNABLE DOCUMENTS

The following Returnable Schedules, Forms and Certificates are to be updated:

Compulsory Enterprise Questionnaire 33

Declaration of Municipal Fees 46

CSD Registration Report 50

CIDB Registration and Status 51

The following Forms are required before commencement with Works:

Acceptance of Undertaking in Terms of OHSA (85 Of 1993) 23

Appointment And Acceptance of Appointment as Responsible Person 24

OHSA: Construction Regulation 5(1)(k): Appointment: Principal Contractor 25

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

2.0 **Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 3 partners)**

	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 **Particulars of companies and close corporations**

3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

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

Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status - PIN Issued" certificate.

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

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

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

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

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

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

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

SIGNATURE: ---------- _____

DECLARATION OF MUNICIPAL FEES

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

.....

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

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

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

Account	**Account Number: to be completed by Tenderer**											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

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

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

- Where the Tenderer's place of business or business interests are outside the jurisdiction of eThekwini municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.

- Where the Tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

- Where a Tenderer's place of business or business interests are carried out from premises as part of any other agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

CSD REGISTRATION REPORT

The **Tenderer is** to be registered on the **National Treasury Central Supplier Database (CSD)** as a service provider.

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

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



CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

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

SIGNATURE: ---------- _____

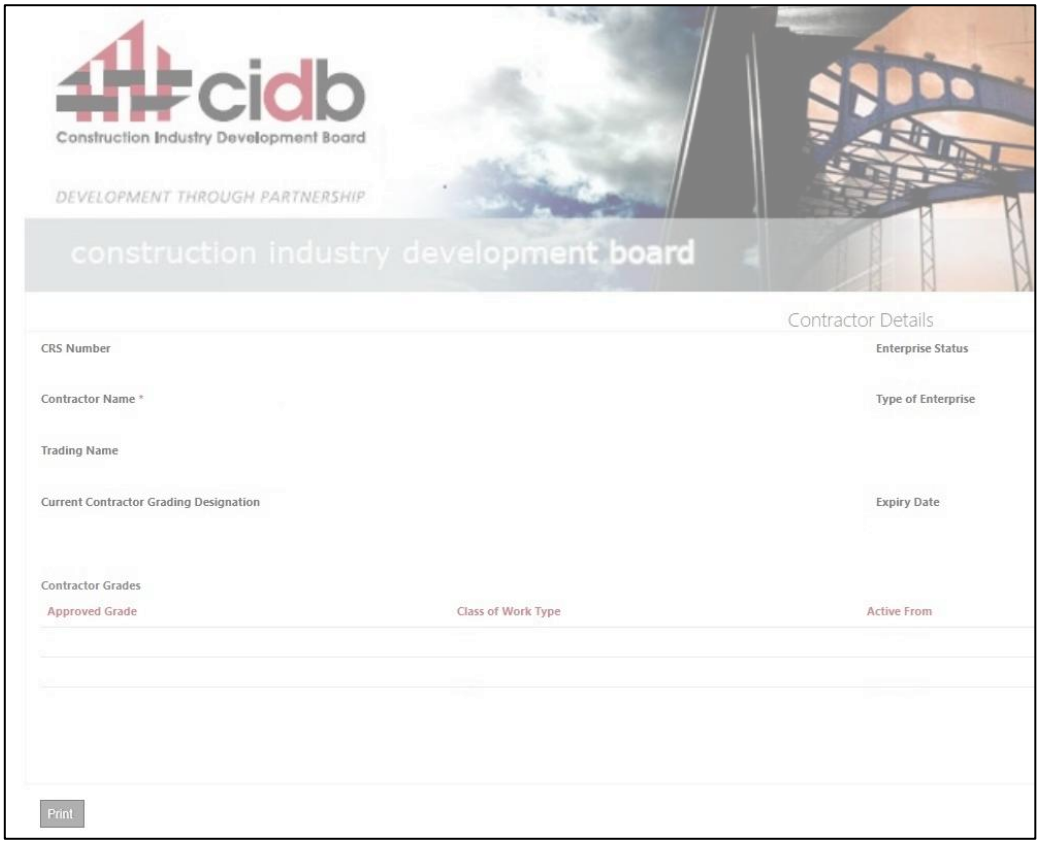
CIDB REGISTRATION AND STATUS

The **Tenderer** is required to be registered, as "Active", with the CIDB.

CIDB Registrations can be obtained from the CIDB website at:

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

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



Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status.

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

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

SIGNATURE: ---------- _____

ACCEPTANCE OF UNDERTAKING IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 of 1993)

Definitions

a) "Council" means the **eTHEKWINI MUNICIPALITY**.

b) "Contractor" means:

Name of Company : To be populated with Panel Contractor Names

Address : .....

: .....

: .....

UNDERTAKING

(1) The Contractor undertakes to comply with the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993, the regulations promulgated thereunder and any reasonable, lawful direction of the Council thereunder.

(2) The Council shall at all times have the right to summarily suspend the performance of the Contractor hereunder pending compliance by the Contractor with any requirement, regulation and/or direction referred to in (1) hereof.

(3) The Council shall be entitled to set-off against any amount owed by the eThekwini Municipality to the Contractor hereunder any loss or damage suffered by it as a result of the suspension of the Contractor's performance in the circumstances envisaged under (2) hereof.

(4) This undertaking shall constitute the written agreement between the parties as required in terms of section 37(2) of the Act referred to in (1) hereof.

Signed	:	Signed	: .....
Name	:	Name	: .....
Capacity	:		AS WITNESS
Date	:		

APPOINTMENT AND ACCEPTANCE OF APPOINTMENT AS RESPONSIBLE PERSON IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 of 1993)

APPOINTMENT

I, …….…… (name)

on behalf of ..... (name of company)

do hereby appoint you ..... (name)

as a Responsible Person in terms of the Occupational Health and Safety Act (Act 85 of 1993) to exercise general supervision over the works for which you are responsible that is to be carried out under the above mentioned contract.

Signed : .....

Capacity : ..... Date : .....

ACCEPTANCE OF APPOINTMENT

I, …….…… (name)

hereby accept this appointment.

Signed : .....

Capacity : ..... Date : .....

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)
CONSTRUCTION REGULATION 5(1) (k): APPOINTMENT: PRINCIPAL CONTRACTOR

The Ethekwini Municipality has appointed To be populated with Panel Contractor Names as the principal contractor responsible to carry out the above-mentioned contract.

In terms of this appointment, you are responsible to ensure that all construction work herein referred to is carried out as follows:

1. You shall ensure that you meet all the requirements in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and in particular the Construction Regulations as promulgated under Government Notice No. R.1010 of 07 July 2014, or as amended;

2. Ensure that all contractors appointed by yourself and reporting to you complies with the requirements as stipulated in the SAID Regulations;

3. Ensure that all the information and specifications necessary to ensure that the construction work is carried out in a safe manner are discussed and provided to all appointed contractors reporting to you;

4. Ensure that a health and safety file is kept and maintained and made readily available for inspection by any interested party, which file is to be handed over on the completion of the contract;

5. You shall further ensure that all records, registers and required documents are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

6. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

This appointment is valid from **[Specify Date]** to the completion of the stipulated construction work.

…… ……
DEPUTY HEAD: ROADS PROVISION **Date**

Kindly confirm your acceptance of this appointment by completing the following:

I, …….. *(name in block capitals)* understand the implications of the appointment as detailed above and confirm my acceptance thereof.

…… ……
Signature: To be populated with Panel Contractor Names **Date**

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

To be specified in the Work Package Order Documentation.

C4.2 CONDITIONS ON SITE

To be specified in the Work Package Order Documentation.

C4.3 TEST RESULTS

To be specified in the Work Package Order Documentation.