



CONTRACT NO. AUR98/2015

**PROJECT DOCUMENT
(DRAFT 2 – APRIL 2016)**

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

APRIL 2016

ISSUED BY:

LAINGSBURG MUNICIPALITY

**Private Bag X4
LAINGSBURG
6900**

PREPARED BY:

aurecon

**Aurecon Centre
1 Century City Drive
Waterford Precinct
CENTURY CITY
7441**

NAME OF TENDERER:

SUMMARY FOR TENDER OPENING PURPOSES (to be completed by Tenderer)

LAINGSBURG MUNICIPALITY: **CONTRACT NO. *AUR98/2015***

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

NAME OF TENDERER :

B-BBEE CONTRIBUTOR STATUS LEVEL:

TOTAL BROUGHT FORWARD FROM FORM OF OFFER C1.1 **R.....**

TIME FOR COMPLETION OFFERED : (months)

Details of contact person:

Name:

Telephone No: Fax no

Cellular:

E-mail Address:

Is Form of Offer signed by Tenderer and Witness?

SIGNATURE: Date:
(of person authorised to have signed the tender)

Note: In the event of conflict between the data provided in this summary and that given in the Form of Offer, C1.1, the latter shall prevail.

ISSUED BY:

LAINGSBURG MUNICIPALITY
Private Bag X4
LAINGSBURG
6900

PREPARED BY:

Aurecon South Africa (Pty) Ltd
1 Century City Drive
Waterford Precinct
CENTURY CITY
7441

LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: *General Conditions of Contract for Construction Works*, Second Edition, 2010, issued by South African Institution of Civil Engineering, which the Tenderer shall purchase himself.
- 2: The SANS *Standardized Specification for Civil Engineering Construction*, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The Project Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.
- 4: Book of Drawings.

1 and 2 are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022**
Fax: 011 463 7383, email: general@cesa.co.za
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8,**
email: civilinfo@saice.org.za
- **SAFCEC**
- **South African Bureau of Standards**

LAINGSBURG MUNICIPALITY

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FOR

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LAINGSBURG MUNICIPALITY

CONTRACT NO: *AUR98/2015*

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

THE TENDER

PART T1 TENDERING PROCEDURES T1.1 – T1.15

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LAINGSBURG MUNICIPALITY

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FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.2

T1.2 TENDER DATA..... T1.3 – T1.15

Annex F: Standard Conditions of Tender (as published in Government Gazette No 33239 of 28 May 2010) bound directly after Tender Data

LAINGSBURG MUNICIPALITY

CONTRACT NO: AUR98/2015

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Laingsburg Municipality, invites tenders for the construction of stormwater related infrastructure caused by flood damage in Laingsburg.

It is estimated that the tenderers should have a CIDB grading of **4CE** or higher.

Only tenderers who satisfy the criteria stated in the Tender Data are eligible to submit tenders.

Tenders may only be submitted on the prescribed tender documents that are obtainable from **Wednesday 13 March 2013 at Aurecon, Aurecon Centre, 1 Century City Drive, Waterford Precinct, Century City, Cape Town,** or at the compulsory site inspection meeting.

One complete set of tender documents will be supplied on receipt of a deposit of **R300-00** which will be non-refundable. Cheques must be made out to Municipality of Laingsburg. Completed tenders in a sealed envelope, endorsed with "**Notice No: AUR98/2015 – Construction of Flood Damage Infrastructure for Laingsburg**" must be placed in the tender box at the Municipal Buildings, Van Riebeeck Street, Laingsburg or posted to reach the Municipal Manager not later than **12:00 on 10 January 2016**, after which the tenders will be opened in public.

Tenderers must be registered on the database of the Laingsburg Municipality (according to the Supply Chain Management Policy). Tenderers must include an original and valid Income Tax Certificate.

A compulsory site inspection will be held on **Friday, 10 January 2016 at 11:00 at the Municipal Buildings**, Van Riebeeck Street, Laingsburg and any enquiries can be made to Mr F du Toit, tel. 021 526 9595, fax 021 526 9500 or e-mail francois.dutoit@aurecongroup.com.

The preferential points system as set out in the Procurement Policy of Laingsburg Municipality will be used to evaluate the tender.

Late tenders and tenders per facsimile or e-mail will not be accepted. The Council does not bind itself to accept the lowest or any tender and reserves the right to accept a tender in full or a part thereof.

PA WILLIAMS
MUNICIPAL MANAGER

Municipal Buildings
Private Bag X4
LAINGSBURG
6900

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FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 86 of 2010 in the Government Gazette No 33239 of 28 May 2010. A copy is attached directly after this section.

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

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

F.1.1 The Employer is:

Physical Address

LAINGSBURG MUNICIPALITY
2 van Riebeeck Street
Laingsburg
6900

Postal Address

Private Bag X4
Laingsburg
6900

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

THE TENDER

Part T1 Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2 Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1 Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee (Pro Forma)

C1.4 Retention Money Guarantee (Pro Forma)

C1.4 Agreement in terms of Occupational Health and Safety Act (Act No 85 of 1993)

Part C2 Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3 Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

- C3.4 Construction
- C3.5 Management of the Works
- C3.6 Health and Safety
- C3.7 Specifications

Part C4 Site Information

- C4.1 Site Information
- C4.2 Appendices

F.1.4 The Employer's agent is:

Name: Aurecon South Africa (Pty) Ltd
 Address: PO Box 494
 CAPE TOWN
 8000

Contact person: Francois du Toit
 Tel: 021 526 9595
 Fax: 021 526 9500
 Email: francois.dutoit@aurecongroup.com

Add the following:

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (F.3.2) or a Clarification of a Tender Offer (F.3.10) will be considered as amending the Tender Documents.

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

F.2.1.2 Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (1) every member of the joint venture is registered with the CIDB;
- (2) the lead partner has a contractor grading designation in the CE class of construction work; and
- (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.1.4 Only those tenderers who are registered on the Laingsburg Municipality database as a service provider prior to the evaluation of tender submissions are eligible to have their tenders evaluated (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee). The Employer will only enter into a formal contract with a tenderer who is registered on the Laingsburg Municipality database. In the case of joint venture partnerships this requirement will apply individually to each party of the joint venture.

Tenderers who wish to register on the Laingsburg Municipality database may collect registration forms from the Laingsburg Municipality website on

F.2.7 The arrangements for a compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender:

Addenda will be issued to and tenders received only from those tendering entities who have received documents and registered their names with the Employer.

Submissions from tenderers who arrive late for clarification meeting shall be declare non-responsive.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

F.2.13.5

F.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: Offices of Laingsburg Municipality

Physical address: 2 van Riebeeck Street
Laingsburg
6900

Identification details: Tender number: **AUR98/2015**
Title of Tender: Laingsburg Flood Damage

F.2.13.6

F.3.5.1 A two-envelope procedure will **not** be followed.

F.2.13.9 Telephonic, facsimile or emailed tender offers will **not** be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is **3 months**.

F.2.23 The Tenderer is required to submit the following with his tender

- (1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and
- (2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form B2;
- (3) evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)(COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form C1);
- (4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;
- (5) Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2011. Joint ventures/consortiums will qualify for preference points, provided that the entity submits the relevant certificate/score card in terms of

Preferential Procurement Regulations, 2011. Note that in the case of unincorporated entities, a verified score card must be submitted with the Tender.

F.3.4 The time and location for opening of the tender offers will be immediately after closing of tenders as stated in F.2.15.

F.3.11.1 The tender evaluation method for the evaluation of all responsive tender offers will be Method 2: Financial offer and preference in accordance with F.3.11.3.

F3.11.7 Scoring financial offers

The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is 90 points.

F3.11.8 Scoring preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.

Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003)(B-BBEE) and the Regulations, 2011 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000)(PPPFA).

Points awarded will be according to a tenderer's B-BBEE status level of contribution and summarised in the table below:

B-BBEE Contribution Level	90:10 Preference System
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant	0
EME (less than R5 m turnover) - Black Majority Owned – Level 3	8
EME (less than R5 m turnover) - Level 4	5

Eligibility for preference points is subject to the following:

- A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette No 32305 of 5 June 2009; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C2; and
- The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice No 810 of 31 July 2009; and
- The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Tender closing date (see Tender Data F.2.15); and
- Compliance with any other information requested to be attached to Returnable Schedule Form C2.

F.3.17 The number of paper copies of the signed Contract to be provided by the Employer is one.

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

- 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.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 fulfill his or her duties impartially;
 - (ii) an individual or organisation 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 organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- (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; and

- (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
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

F.1.6.3 Proposal procedure using the two stage-system

F.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.

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 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.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.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.

F.2.5 Reference documents

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

F.2.6 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.

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.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.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

F.2.13.5 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.

F.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.

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

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

F.2.15.2 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.

F.2.16 Tender offer validity

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

F.2.16.2 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.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

Note: Sub-clause F.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.

F.2.18 Provide other material

F.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.

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

F.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.

F.2.20 Submit securities, bonds, policies, etc.

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.

F.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.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 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 drew documents.

F.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.

F.3.4 Opening of tender submissions

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

F.3.4.2 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, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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.

F.3.5.2 Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- (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.

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

- (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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.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.

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

- (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.

F.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.

F.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.

F.3.10 Clarification of a tender offer

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- (a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- (b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- (c) has the legal capacity to enter into the contract,
- (d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- (e) complies with the legal requirements, if any, stated in the tender data, and
- (f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.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.

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

F.3.15 Notice to unsuccessful tenderers

F.3.15.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.15.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 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.

F.3.18 Provide written reasons for actions taken

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

LAINGSBURG MUNICIPALITY

CONTRACT NO: *AUR98/2015*

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

PART T2 **RETURNABLE DOCUMENTS**

T2.1 LIST OF RETURNABLE DOCUMENTS..... T2.2

T2.2 RETURNABLE SCHEDULES..... T2.3 – T2.47

LAINGSBURG MUNICIPALITY

CONTRACT NO: AUR98/2015

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- 4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
- 5 C1.1 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 6 C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 7 C2.2 BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA)

LAINGSBURG MUNICIPALITY

CONTRACT NO: AUR98/2015

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Form A1:	Authority for Signatory	T2.5
Form A2:	Schedule of Work carried out by Tenderer	T2.6
Form A3:	Proposed Key Personnel	T2.7
Form A4:	Schedule of Constructional Plant.....	T2.9
Form A5:	Schedule of Proposed Subcontractors	T2.11
Form A6:	Financial References	T2.12
Form A7:	Schedule of Current Commitments.....	T2.13
Form A8:	Estimated Monthly Expenditure	T2.14
Form A9:	Details of Alternative Tenders Submitted	T2.15
Form A10:	Proposed Amendments and Qualifications by Tenderer	T2.16
Form A11:	Certificate of Tax Clearance (SBD 2)	T2.17
Form A12:	Certificate of Insurance Cover	T2.20
Form A13:	Preliminary Construction Programme (for information purposes only).....	T2.21
Form A14:	Returnable Document Checklist	T2.22

T2.2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form B1:	Certificate of Tenderer's Attendance at the Site/Clarification Meeting	T2.23
Form B2:	Proof of Registration with Construction Industry Development Board	T2.24
Form B3:	Form Concerning Fulfilment of the Construction Regulations, 2014	T2.25
Form B4:	Record of Addenda to Tender Documents	T2.27
Form B5:	Letter of Intent to provide a Performance Bond.....	T2.28

T2.2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

Form C1:	Compulsory Enterprise Questionnaire	T2.29
Form C2:	Preferencing Schedules: Preference Points Claim Form in Terms of Preferential Procurement Regulations 2011 (SBD 6.1)	T2.32
Form C3:	Declaration of Interest (SBD 4)	T2.39
Form C4:	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)	T2.42
Form C5:	Certificate of Independent Bid Determination (SBD 9)	T2.44

T2.2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

Not Applicable

FORM A1 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed at a meeting held on *[date]*

Mr/Mrs

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for Contract No and any contract which may arise therefrom on behalf of:

(BLOCK CAPITALS)

.....

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY :
NAME (PRINT)

SIGNATURE OF SIGNATORY :

AS WITNESSES 1 :
NAME (PRINT)

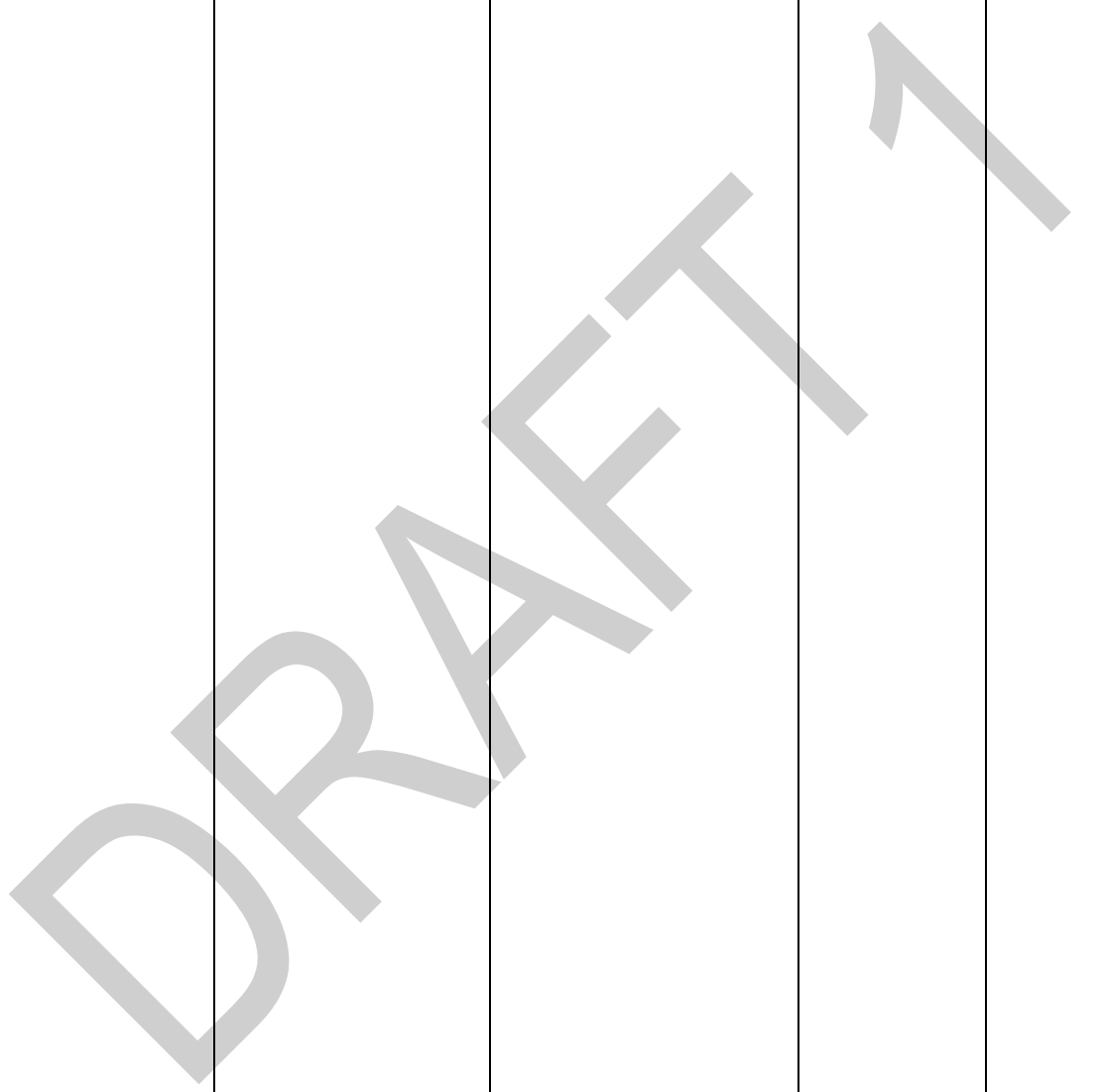
.....
SIGNATURE

2 :
NAME (PRINT)

.....
SIGNATURE

FORM A2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION
				

SIGNED ON BEHALF OF TENDERER:

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>HEADQUARTERS</u>		
Partner/Director		
Project manager		
Other key staff (give designation)		


CIDB/GCC 2010 Version May 2014

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>SITE OFFICE</u>		
Site Agent		
Site Engineer		
Construction supervisor (give designation)		
Other key staff (give designation)		

SIGNED ON BEHALF OF TENDERER:

FORM A4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER
	

SIGNED ON BEHALF OF TENDERER:

DESCRIPTION, SIZE, CAPACITY	NUMBER
	

SIGNED ON BEHALF OF TENDERER:

FORM A5 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall, in accordance with the provisions of Conditions of Tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

SIGNED ON BEHALF OF TENDERER:

FORM A6 FINANCIAL REFERENCES**Financial Statements**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

Tenderer's Tax Details

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

SIGNED ON BEHALF OF TENDERER:

FORM A7 SCHEDULE OF CURRENT COMMITMENTS**Notes to Tenderer:**

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1 Contracts awarded				
Employer	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED				
Employer	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

SIGNED ON BEHALF OF TENDERER:

FORM A8 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
	COMPLETION OF CONTRACT
TOTAL	R

SIGNED ON BEHALF OF TENDERER:

FORM A9 DETAILS OF ALTERNATIVE TENDERS SUBMITTED

The Tenderer shall in accordance with F.2.12 submit a conforming tender in order that any alternative be considered responsive. The alternative shall be required as a minimum to conform in all respects to the specifications.

DESCRIPTION


SIGNED ON BEHALF OF TENDERER:

**FORM A10 PROPOSED DEVIATIONS AND QUALIFICATIONS BY
TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the Tender Documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

FORM A11 CERTIFICATE OF TAX CLEARANCE

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

SIGNED ON BEHALF OF TENDERER:



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											

SIGNED ON BEHALF OF TENDERER:

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SIGNED ON BEHALF OF TENDERER:

FORM A12 CERTIFICATE OF INSURANCE COVER**Note to Tenderer:**

In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
- Insurance for Works and Contractor's equipment
 Company:
 Value:
 - Insurance for Contractor's personnel
 Company:
 Value:
 - General public liability
 Company:
 Value:
 - SASRIA
 Company:
 Value:

SIGNED ON BEHALF OF TENDERER:

FORM A13 PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)

Note to Tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Constructional Plant, Form A8: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

Details of the preliminary programme shall be appended to this Form.

Number of sheets, appended by the Tenderer to this Form *[If NIL, enter NIL]*

SIGNED ON BEHALF OF TENDERER:

FORM A14 RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

Reference No	Document Description	Tick if completed
Form A1	Authority for signatory	
Form A2	Schedule of work carried out by Tenderer	
Form A3	Proposed key personnel	
Form A4	Schedule of constructional plant	
Form A5	Schedule of proposed subcontractors	
Form A6	Tenderer's bank details and financial references	
Form A7	Schedule of current commitments	
Form A8	Estimated monthly expenditure	
Form A9	Details of alternative tenders submitted	
Form A10	Proposed amendments and qualifications by Tenderer	
Form A11	Certificate of tax clearance (SBD 2)	
Form A12	Certificate of insurance cover	
Form A13	Preliminary construction programme (for information purposes only)	
Form A14	Returnable document checklist	
Form B1	Certificate of Tenderer's attendance at the Site/Clarification meeting	
Form B2	Proof of registration with Construction Industry Development Board	
Form B3	Form concerning fulfilment of the Construction Regulations, 2014	
Form B4	Record of Addenda of Tender Documents	
Form B5	Letter of Intent to provide a Performance Bond	
Form C1	Compulsory Enterprise Questionnaire	
Form C2	Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2011 (SBD 6.1)	
Form C3	Declaration of Interest (SBD 4)	
Form C4	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)	
Form C5	Certificate of Independent Bid Determination (SBD 9)	
Form C1.1	Form of Offer and Acceptance	
Form C2.2	Bills of Quantities	

SIGNED ON BEHALF OF TENDERER:

**FORM B1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
SITE/CLARIFICATION MEETING**

This is to certify that I,

representative of [Tenderer]

.....

of [address]

.....

.....

Telephone number

Fax number

visited and examined the Site on [date]

in the company of [Engineer/Engineer's Representative]

TENDERER'S REPRESENTATIVE:

ENGINEER'S REPRESENTATIVE:

**FORM B2 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD**

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:

FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	
.....	
.....	
.....	
.....	
.....	
.....	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

- 4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

- 5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

- 6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

- 7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1 ID NO:
- 2 ID NO:

FORM B4 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

FORM B5 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer) _____

Address: _____

Signed: _____

Name: _____

Capacity: _____

On behalf of Tenderer (name of
tenderer) _____

Date: _____

CONFIRMED BY Surety's Authorised representative

Signature(s): _____

Name (print): _____

Capacity _____

On behalf of Surety (Bank or
Insurer) _____

Date: _____

FORM C1 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

If any of the above boxes are marked, disclose the following:

*

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

*

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

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

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, 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; and
- (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.

Signed: Date:

Name: Position:

Enterprise name:

FORM C2 PREFERENCING SCHEDULES:

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the Contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a Contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary Contractor’s assigning, leasing, making out work to, or employing, another person to support such primary Contractor in the execution of part of a project in terms of the Contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the Contract.
- 3.2 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;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 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.
- 3.5 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.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the Contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

- 5.8 A person awarded a Contract may not subcontract more than 25% of the value of the Contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the Contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUBCONTRACTING

- 8.1 Will any portion of the contract be subcontracted? YES/NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- (i) what percentage of the Contract will be subcontracted? %
- (ii) the name of the subcontractor?
- (iii) the B-BBEE status level of the subcontractor?
- (iv) whether the subcontractor is an EME? YES/NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :

- 9.2 VAT registration number :

- 9.3 Company registration number :

9.4 TYPE OF COMPANY/FIRM

- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a Contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the Conditions of Contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the Contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.
.....
2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....
.....

FORM C3 DECLARATION OF INTEREST

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, shareholder etc):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

-2-

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....

- 3 -

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder



FORM C4: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS 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.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

FORM C5: CERTIFICATE OF INDEPENDENT BID DETERMINATION**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (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.

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.

SBD 9

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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FOR

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THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA	C1.1 – C1.20
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PART C1 AGREEMENTS AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	C1.2 – C1.6
C1.2	CONTRACT DATA.....	C1.7 – C1.11
C1.3	PERFORMANCE GUARANTEE (PRO FORMA)	C1.12 – C1.14
C1.4	RETENTION MONEY GUARANTEE (PRO FORMA)	C1.15 – C1.16
C1.5	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.17 – C1.20

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C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**OFFER**

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

LAINGSBURG FLOOD DAMAGE

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

.....
 rand [in words]; R..... [in figures],

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

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and
signature of
witness

Date _____

CIDB Registration
number

ACCEPTANCE

By signing this part of this 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 Agreements and Contract Data [which includes this Agreement]

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and 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 the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) 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 working 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(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and
signature of
witness

..... Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Tender Documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final Contract Document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender Documents and which is agreed by the Parties becomes an obligation of the Contract and shall also be recorded here.
4. Any change or addition to the Tender Documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

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

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and
signature of
witness

..... Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and
signature of
witness

..... Date

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the [day]

of [month]

20..... [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

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C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Second Edition, 2010, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause

- 1.1.1.13 The Defects Liability Period is 365 days.
- 1.1.1.14 The time for achieving Practical Completion is as stated in Part 2.
- 1.1.1.15 The name of the Employer is Laingsburg Municipality.
- 1.2.1.2 The Employer's address for receipt of communications is:
- | | |
|---------------------|--------------------------|
| Physical address: | Postal address: |
| Municipal Offices | Municipal Building |
| Van Riebeeck Street | Private Bag X4 |
| LAINGSBURG | LAINGSBURG |
| 6900 | 6900 |
| Telephone: | 023 551 1019 |
| Fax: | 023 551 1019 |
| email: | laingsadmin@xsinet.co.za |
- 1.1.1.16 The Engineer is Aurecon South Africa (Pty) Limited (hereinafter referred to as Aurecon) represented by an Employee duly authorised thereto in writing.

Clause

- 1.2.1.2 The Engineer's address for receipt of communications is:
- | | |
|----------------------|--|
| Physical address: | Postal address: |
| 1 Century City Drive | PO Box 494 |
| Waterford Precinct | CAPE TOWN |
| CENTURY CITY | 8000 |
| 7441 | |
| Telephone: | 021 526 9559 |
| Fax: | 021 526 9500 |
| email: | francois.dutoit@aurecongroup.com |
- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract.
- 3.1.3 The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 1 Clause 6.3: Variations
 - 2 Clause 5.11.1: Suspension of the Works
 - 3 Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
 Initial programme (Refer to Clause 5.6)
 Security (Refer to Clause 6.2)
 Insurance (Refer to Clause 8.6)
- 5.3.2 The time to submit the documentation required before commencement with Works execution is twenty-eight (28) days.
- 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 Sundays.
- The special non-working days are:
- 1 Usually the public holidays and (add voting days if applicable)
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works is **R 2500.00** per day.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works.
- 6.2.1 The security to be provided by the Contractor shall be a Performance Guarantee to the value of 10% of the Contract Sum.

Clause

- 6.8.2 Contract Price Adjustment: Is not applicable
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 The Retention Money shall be 10% of the value of the Works. The Limit of Retention Money shall be 5% of the Contract Sum.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is NIL.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL.
- 8.6.1.3 The limit of indemnity for liability insurance is R10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period
- 10.5.3 The number of Adjudication Board Members to be appointed is one.
- 10.7.1 The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

1.1.1.14 The time for achieving Practical Completion is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

Telephone:

Fax:

email:

6.2.1 The security to be provided by the Contractor shall be as stated in 6.2.1 and 6.10.3 of Part 1.

6.5.1.2.3 The percentage allowance to cover overhead charges is%

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:

Clause

4.4.2 Liability for subcontractors

Add the following to Clause 4.4.2 after the last sentence:

"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Engineer, which consent shall not be unreasonably withheld."

5.3.3 Time to instruct commencement of the Works

Add the following to Clause 5.3.3 after the last sentence:

"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 and complied with the initial requirements thereof."

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Engineer ... on the Due Completion Date."

with the following:

"Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Engineer" in the second line with the following:

", the Contractor shall notify the Engineer, who shall inspect the Works and the Engineer"

5.14.4 Certificate of Completion

Replace "the Engineer" in the second and third line of the first paragraph with:

", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and the tenth line with "20 per cent".

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C1.3 PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

- 3 The Guarantor hereby acknowledges that:
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory (2)

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C1.4 RETENTION MONEY GUARANTEE (PRO FORMA)

ISSUED TO (hereinafter called "the Employer")

ON BEHALF OF (hereinafter called "the Contractor")

in connection with CONTRACT NO: AUR 89/2012..... (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

- 1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at *[INSERT GUARANTOR'S FULL STREET ADDRESS]* or such other address in *[INSERT NAME OF COUNTRY]* as we shall in writing notify to the Employer, and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
- 2 The Engineer's certificate referred to in Clause 1 shall certify that:
 - (a) he is the Engineer in office as such in terms of the Contract,
 - (b) the Contractor is in breach of his obligations under the Contract, and
 - (c) the amount demanded, which amount the certificate shall specify, does not exceed
 - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
 - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;
- 3 We shall within days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at *[INSERT EMPLOYER'S STREET ADDRESS]* or at such other address in *[INSERT EMPLOYER'S COUNTRY]* as the Employer shall in writing notify to us.

- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to*[INSERT AMOUNT OF GUARANTEE IN WORDS]* (R.....*[INSERT AMOUNT OF GUARANTEE IN FIGURES]*).
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

Atfor and on behalf of

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

AS WITNESSES : 1

2

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FOR

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**C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at
on this the day of in the year
between [hereinafter called "the Employer"] of the one
part, herein represented by
in his capacity as
and
[hereinafter called "the Mandatary"] of the other part, herein represented by
.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz

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and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of 5.16.1 (GCC 2010) of the General Conditions of Contract [hereinafter referred to as "the GCC"], or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2010) of the GCC.

- 3 The Mandatary declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 (GCC 2004)/Clause 8.4 (GCC 2010) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,
Mr/Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (IN CAPITALS): 1. 2.

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PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS.....C2.2 - C2.4

C2.2 BILL OF QUANTITIESC2.5 - C2.31

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C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardised or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardised, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

1 South African Institution of Civil Engineers, *The Standard System of Measurement of Civil Engineering Quantities*

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	prime cost sum
Prov Sum	=	provisional sum

LAINGSBURG MUNICIPALITY

CONTRACT NO: AUR98/2015

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

C2.2 BILL OF QUANTITIES

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SCHEDULE B	:	BUFFELS RIVER PUT GABION PROTECTION	C2.6 – C2.7
SCHEDULE C	:	WILGERHOUT RIVER GABION PROTECTION	C2.8 – 2.12
SCHEDULE D	:	BAVIAANS RIVER GABION PROTECTION	C2.13 – C2.18
SCHEDULE E	:	WASTE WATER TREATMENT WORKS GABION PROTECTION	C2.19 – C2.20
SCHEDULE F	:	STORMS RIVER RETAINING WALL	C2.21 – C2.22
SCHEDULE G	:	GOLDNERVILLE CEMETERY GABION PROTECTION	C2.23 – C2.26
SCHEDULE H	:	ZOUTKLOOF PUT GABION PROTECTION	C2.27 – C2.30
SUMMARY OF SCHEDULES		C2.31
TOTAL TENDER SUM		C2.31

LAINGSBURG MUNICIPALITY

CONTRACT NO: AUR89/2012

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

PART C3 SCOPE OF WORK

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STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORK**C3.1.1 EMPLOYER'S OBJECTIVES**

On 8 January 2014, the town of Laingsburg was hit by severe flood waters which caused major damage to the town's water and sanitation infrastructure. Following the floods, Laingsburg Municipality submitted an application for flood relief funds.

Laingsburg Municipality's objectives is to use the funds to assist with the repair of the infrastructure which was damaged during the floods. The funds would also be used to put in place protective measures to prevent the damage of the repaired infrastructure in future. This would ensure the continuous service delivery and protection of the town's water and sanitation infrastructure

C3.1.2 OVERVIEW OF THE WORKS

The work to be carried out includes, but is not limited to, the supply and installation of gabion protection measures in flood damaged areas as well as the replacement and gabion protection of sewer and water pipe crossings at rivers within the town. A short section of concrete retaining wall must also be reconstructed.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

(a) Buffels River Put Gabion Protection

- The construction of gabion boxes and mattresses to protect the existing damaged river wall at the existing water crossing within the Buffels River, including earthworks for shaping and backfilling around the gabions.

(b) Wilgerhout River Gabion Protection

- The construction of approximately 60m of new 150mm diameter HDPE water pipeline and 60m of new 200mm diameter HDPE sewer rising main pipeline across the Wilgerhout River;
- The construction of gabion boxes around the new pipelines and mattresses on top of the pipeline to protect the pipeline crossing, including earthworks for shaping and backfilling around the pipeline and gabions.
- The construction of gabion boxes and mattresses to protect the existing damaged river wall at the water and sewer pipeline crossing within the Wilgerhout River, including earthworks for shaping and backfilling around the gabions.
- Reinstatement of the existing stone pitch stormwater channel.

(c) Baviaans River Gabion Protection

- The construction of approximately 40m of new 150mm diameter HDPE water pipeline and 40m of new 200mm diameter HDPE sewer rising main pipeline across the Baviaans River;
- The construction of gabion boxes around the new pipelines and mattresses on top of the pipeline to protect the pipeline crossing, including earthworks for shaping and backfilling around the pipeline and gabions.
- The construction of gabion boxes and mattresses to protect the existing damaged river wall at the water and sewer pipeline crossing within the Wilgerhout River, including earthworks for shaping and backfilling around the gabions.

(d) Waste Water Treatment Works Gabion Protection

- The construction of gabion boxes and mattresses to protect the existing damaged river wall adjacent to the existing Laingsburg waste water treatment works (WWTW), including earthworks for shaping and backfilling around the gabions

(e) Stormsrivier Retaining Wall

- The construction of a 1.2m high and approximately 30m long concrete retaining wall within the existing Storms River, including the protection of existing structures during construction, the necessary excavations required and backfilling behind the structure once completed.
- The construction of a 1.8m high vibcrete wall on top of the proposed retaining wall.

(f) Goldnerville Cemetery Gabion Protection

- The construction of gabion berm, approximately 260m long and 2m high of gabion boxes and mattresses to protect the existing Goldnerville cemetery from the existing Storms River, including earthworks for shaping and backfilling around the gabions.
- The construction of approximately 16m of new 450mm diameter precast concrete stormwater pipe underneath the berm to allow for proper stormwater drainage behind the berm, including the construction of inlet and outlet structures.
- The construction of approximately 220m of 1.5m wide in-situ gravel stormwater channel to allow for proper stormwater drainage behind the berm, which connects to and drains through the proposed 450mm diameter stormwater pipe.

(g) Zoutkloof Put Gabion Protection

- The construction of gabion boxes around approximately 50m of existing 100mm diameter HDPE water pipeline, as well as mattresses on top of the pipelines to protect the pipeline crossing, including earthworks for shaping and backfilling around the pipeline and gabions.
- The construction of gabion boxes and mattresses to protect the existing damaged river wall at the water pipeline crossing, including earthworks for shaping and backfilling around the gabions.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.4 LOCATION OF THE WORKS

The location of the sites is in the Laingsburg Municipal area. The construction activities relate to 7 sites which is at different locations within the town of Laingsburg and is indicated on the locality plan issued with the drawings.

C3.1.5 TEMPORARY WORKS

The contractor shall be responsible for designing and providing any temporary works required. Such temporary works shall be removed upon completion of the Works.

C3.2 ENGINEERING**C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.3 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and as a separate volume at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.4 DRAWING LIST**DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documentation as Volume 1.

GENERAL DRAWINGS

109121-0000-DGR-CC-300	GENERAL SITE LAYOUT
109121-0000-DGR-CC-301	BUFFELSRIVIER PUT NUMBER 2
109121-0000-DGR-CC-302A	WILGERHOUTRIVIER SHEET 1 OF 3
109121-0000-DGR-CC-302B	WILGERHOUTRIVIER SHEET 2 OF 3
109121-0000-DGR-CC-302C	WILGERHOUTRIVIER SHEET 3 OF 3
109121-0000-DGR-CC-303A	BAVIAANSRIVIER SHEET 1 OF 2
109121-0000-DGR-CC-303B	BAVIAANSRIVIER SHEET 2 OF 2
109121-0000-DGR-CC-304A	WASTE WATER TREATMENT WORKS SHEET 1 OF 3
109121-0000-DGR-CC-304B	WASTE WATER TREATMENT WORKS SHEET 2 OF 3
109121-0000-DGR-CC-304C	WASTE WATER TREATMENT WORKS SHEET 3 OF 3
109121-0000-DGR-CC-306A	GOLDENERVILLE CEMETERY SHEET 1 OF 6
109121-0000-DGR-CC-306B	GOLDENERVILLE CEMETERY SHEET 2 OF 6
109121-0000-DGR-CC-306C	GOLDENERVILLE CEMETERY SHEET 3 OF 6
109121-0000-DGR-CC-306D	GOLDENERVILLE CEMETERY SHEET 4 OF 6
109121-0000-DGR-CC-306E	GOLDENERVILLE CEMETERY SHEET 5 OF 6
109121-0000-DGR-CC-306F	GOLDENERVILLE CEMETERY SHEET 6 OF 6
109121-0000-DGR-CC-307A	ZOUTKLOOF PUT SHEET 1 OF 2
109121-0000-DGR-CC-307B	ZOUTKLOOF PUT SHEET 2 OF 2
109121-0000-DGR-CC-351	RIVER CROSSING DETAIL
109121-0000-DGR-CC-352	HEADWALL DETAIL

C3.2.5 DESIGN PROCEDURES

Prior to the commencement of any work that is specified as to be designed and built by the Contractor, he will supply the following for the approval by the Engineer (if applicable):

- (a) design drawings;
- (b) interfaces with existing structures, plant etc;
- (c) any temporary works requirements, if any, e.g. specialized items of equipment;
- (d) design integration before and during construction;
- (e) procedures for all necessary approvals;
- (f) special procedures e.g. environmental;
- (g) design change procedures, and
- (h) record keeping and tracking of documents.

C3.3 PROCUREMENT**C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

The employer intends through this contract to provide the maximum work opportunities for the local labour. The contractor shall therefore ensure that a minimum of 80% of his workforce is local labour, excluding the personnel listed in form A 3. Local labour is defined as labour that permanently resides within the Laingsburg Municipality Area.

C3.3.2 SUBCONTRACTING**C3.3.2.1 Scope of mandatory subcontract works**

The contractor may subcontract portions of the Works included in the contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting.

C3.3.2.2 Preferred subcontractors/suppliers

N/A

C3.3.2.3 Subcontracting procedures

N/A

C3.3.2.4 Attendance on subcontractors

N/A

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications for civil engineering construction that are applicable are listed in C3.7.1.

C3.4.1.2 Particular Specifications

The Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are listed in C3.7.1 and included in C3.7.3.

C3.4.1.3 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

The responsible water supply authority in the area of the Site is Laingsburg Municipality; Mr Jan Venter; Municipal Building, Riebeeck Street, Laingsburg, 6900; 023 551 1019.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

(b) Electricity supply

The responsible electricity supply authority in the area of the Site is Laingsburg Municipality; Mr Jan Venter; Municipal Building, Riebeeck Street, Laingsburg, 6900; 023 551 1019.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

(c) Excrement disposal

The responsible sewage disposal authority is Laingsburg Municipality; Mr Jan Venter; Municipal Building, Riebeeck Street, Laingsburg, 6900; 023 551 1019.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of subclause C3.4.2.2(d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(d), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts that may have become due and payable by the Contractor to the responsible sewage disposal authority have been promptly paid in full.

(d) Area for Contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

(e) Rail facilities

The nearest goods station is Laingsburg Station, which is located within the town limits.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

(i) Office accommodation

No separate office is required for the Engineer or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Engineer and his Representative.

The Engineer and his Representative shall be allowed free use of all the Contractor's site facilities.

The Engineer and the Engineer's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the

Works.

(ii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six** (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iii) Contract nameboards

The Contractor shall provide, erect and maintain two (2) Contract nameboards at such positions and locations directed by the Engineer, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

The Contractor shall keep the Contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(iv) Survey equipment and assistants

- Survey equipment

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SANS 1200 AB, make available to the Engineer, two (2) survey assistants.

(v) Telephone facilities

The Contractor shall, in accordance with the requirements of subclauses PSAB 4.1 and PSAB 5.4 of the Project Specifications, provide on Site for the duration of the Contract, the following telephone facilities for the use of the Engineer and his Representative when required:

- Telkom telephones

- Number of separate exchange lines (numbers): NIL
- Number of telephone hand-sets required: NIL

- Cellphones

Number of cellphones required: NIL

(vi) Electricity supply for the Engineer

All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

(vii) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

C3.4.2.3 Permits and wayleaves

The Contractor shall be responsible to obtain all wayleaves required for this Contract. A separate payment item has been included under Section 1200 A of the Bill of Quantities to compensate the Contractor for all expenses to obtain the necessary wayleaves.

C3.4.2.4 Features requiring special attention**(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control**(i) Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall

promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Costs of testing

(a) Tests in terms of subclause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(d) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 (GCC 2010) of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(f) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

(g) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 (GCC 2010) of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 (GCC 2010) of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(h) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(i) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(j) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.5 Extension of time due to abnormal rainfall

- (a) A claim for extension of time in respect of delays suffered by the Contractor in consequence of wet climatic conditions will be considered by the Engineer in terms of Clause 5.12 (GCC 2010) of the Conditions of Contract and in accordance with provisions set out hereunder.
- (b) For the purposes of extension of time, a delay caused by wet climatic conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 5.6 (GCC 2010) of the Conditions of Contract has been brought to a halt.
- (c) Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 5.8 (GCC 2010) of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Engineer, granted in terms of Clause 5.8.1.1 (GCC 2010) of the Conditions of Contract.
- (d) The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 (GCC 2010) of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of **10 (ten)** normal working days (as defined in Clause 5.8 (GCC 2010) of the Conditions of Contract) during the Contract.
- (e) Extension of time, if granted by the Engineer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in subclause (d) above.
- (f) In determining the revised Due Completion Date of the Contract, the Engineer shall add the equivalent number of normal working days delay determined in accordance with subclause (e) and all intervening normal non-working days to the prevailing Due Completion Date.

C3.4.3 PLANT AND MATERIALS**C3.4.3.1 Plant and materials supplied by the employer**

The Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings**(a) Samples**

Materials or work which do not conform to the approved samples submitted in terms of Clause 7.4.1 (GCC 2010) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.4.4 (GCC 2010) of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

The contractor shall provide all the plant and equipment required.

C3.4.4.2 Equipment provided by the employer

The Employer shall not supply any plant or materials.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

Refer to SABS 1200 A and Part 3.4.6 in this document.

C3.4.5.2 Treatment of existing services

Refer to SABS 1200 A and Part 3.4.6 in this document.

C3.4.5.3 Use of detection equipment for the location of underground services

Refer to SABS 1200 A and Part 3.4.6 in this document.

C3.4.5.4 Damage to services

Refer to SABS 1200 A and Part 3.4.6 in this document.

C3.4.5.5 Reinstatement of services and structures damaged during construction

Refer to SABS 1200 A and Part 3.4.6 in this document.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 SPECIFICATIONS

The following Specifications are applicable:

- (i) The SANS 1200 Standardized Specifications listed in C3.4.1.1;
- (ii) The Variations and Additions to the SANS 1200 Standardized Specifications given in C3.4.6;
- (iii) The Particular Specifications given in C3.4.6.

C3.5.2 PLANNING AND PROGRAMME

C3.5.2.1 General

The Contractor's programme to be submitted in terms of Clause 5.6.1 of the Conditions of Contract shall take full account of all matters as may impact of the sequence of executing the various components of the Works and the requisite rate of progress of the Works, as are specified in or reasonably to be inferred from the Contract.

The Contractor is to take cognisance of the fact that any/all float time indicated will belong to the Employer and no right to claim will exist for the Contractor.

C3.5.2.2 Format

The Construction Programme to be submitted by the Contractor in accordance with the provisions of Clause 5.6.1 of the Conditions of Contract shall;

- (a) Be in the form of a bar chart; and
- (b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and
- (c) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.

The said Programme and all revisions thereto shall also be provided to the Engineers in electronic digital format using the MS PROJECT software.

C3.5.2.3 Failure to maintain construction programme

If the Construction Programme has to be revised in terms of the Conditions of Contract, because the Contractor is falling behind in its programme, the Contractor shall submit a revised programme of how it intends to regain lost time to ensure completion of the Works before the Due Completion Date.

C3.5.3 ENVIRONMENTAL MANAGEMENT

(a) General

The Contractor will be responsible for managing his activities so that damage to the environment is minimised, as per the specifications contained in the proceeding pages.

C3.6 HEALTH AND SAFETY**C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.7 SPECIFICATIONS

C3.7.1 LIST OF APPLICABLE SPECIFICATIONS

C3.7.1.1 Applicable SANS 1200 Standardized Specifications

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	:	General (1986)
SANS 1200 C	:	Site clearance (1980)
SANS 1200 D	:	Earthworks (1988)
SANS 1200 DB	:	Earthworks (pipe trenches) (1989)
SANS 1200 DK	:	Gabions and pitching (1996)
SANS 1200 GA	:	Concrete (structural) (1982)
SANS 1200 L	:	Medium-pressure pipelines (1983)
SANS 1200 LB	:	Bedding (pipes) (1983)
SANS 1200 LE	:	Stormwater drainage (1982)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.7.2 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

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PSA GENERAL**PSA 1 SCOPE**

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS**PSA 2.3 DEFINITIONS**

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data as applicable."

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

PSA 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

PSA 3 MATERIALS**PSA 3.1 QUALITY**

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

PSA 4 PLANT**PSA 4.1 SILENCING OF PLANT**

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUBCLAUSE 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 AND ADD THE FOLLOWING:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5 CONSTRUCTION**PSA 5.1 SURVEY****PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act**

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with".

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**PSA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

PSA 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 (GCC 2010 of the Conditions of Contract*, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 (GCC 2010) of the Conditions of Contract* should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.3.5 (GCC 2010) of the Conditions of Contract* and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 (GCC 2010)."

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:

"PSA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

"PSA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 TESTING

PSA 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

PSA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

PSA 8.2 PAYMENT**PSA 8.2.1 Fixed-charge and value-related items**

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data (GCC 2010)*, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.

- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2010).

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11 (GCC 2010) of the Conditions of Contract*, and this adjustment will be applied to the third instalment."

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"PSA 8.3.1 Fixed preliminary and general charges Unit: Sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.1.1.

PSA 8.3.2 Value-related preliminary and general charges Unit: Sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.1.2."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

"PSA 8.4.1 Time-related preliminary and general charges Unit: Sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"PSA 8.5.1 Works executed by the Contractor Unit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2010) of the Conditions of Contract*.

PSA 8.5.2 Works executed by Nominated Subcontractors

- (a) Work to be executed by a Nominated Subcontractor Unit: Prov Sum
- (b) Overheads, charges and profit on item (a) above Unit: % or Sum

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 (GCC 2010)9) of the Conditions of Contract*.

The Contractor shall be paid under subitem (b), either:

- (a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Clause 6.6.1.2.1 GCC 2010) of the Conditions of Contract*, or
- (b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2. (GCC 2010),

provided always that where the Contractor has failed for any reason to insert a percentage or sum (as applicable) for subitem (b) in its tender, or where no provision was made in the tender documents for tenderers to make any such entry, the Contractor will be paid an amount equal to SEVEN AND ONE HALF PER CENT (7,5%) of the amount actually certified by the Engineer for payment under subitem (a).

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

PSA 8.6 PRIME COST ITEMS

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"PSA 8.6 PRIME COST SUMS

- (a) Description of item to which Prime Cost Sum applies Unit: PC Sum
- (b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in C3.4.2.5(b) of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

PSA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUBCLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5 (GCC 2010) of the Conditions of Contract.*"

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with traffic Unit : Sum

ADD THE FOLLOWING:

"This amount shall cover all costs in respect of the provision, erection, moving, re-erection and maintenance of all barriers, road signs, lights and flagmen necessary for the protection of the works, for the construction, gravelling and maintenance of detours and entrance roads affected by the work, as well as the breaking up and removal thereof at the contract completion, and for compliance with all necessary traffic rules and regulations, liaising with the road authorities, and all other costs necessary in respect of accommodation of traffic."

REPLACE ITEM 8.8.4 WITH THE FOLLOWING:

"PSA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the bills the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all materials:

- (d) In roadways Unit : m³
- (e) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the services from damage during excavation and backfilling and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 93% of modified AASHTO density.

The rate for hand excavation in roadways shall also include compensation for compacting excavated or selected backfill material to 100% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water and for removal of surplus excavated material from the site."

ADD THE FOLLOWING ITEMS TO SUBCLAUSE 8.8:

"PSA 8.8.7 Dealing with water

- (a) Dealing with subsurface water.....Unit : Sum
 (b) Dealing with surface waterUnit : Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SABS 1200 D and Subclause 5.1.2 of SABS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate.

PSA 8.8.8 Protection of structures until construction in vicinity is completed:

- (a) Name of existing structure statedUnit : Sum
 (b) Etc. for other structures

The tendered sum shall include full compensation for all the costs for protecting the existing structures until the construction in the vicinity is completed. Payment will be made in two instalments, the first when the protection measures are in place, and the second when the protection measures have been removed.

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 8:

"PSA 8.9 WAYLEAVE.....Unit: Sum

The tendered sum shall include full compensation to the Contractor for all the costs involved in obtaining all the necessary wayleaves required on the contract.

PSA 8.10 COMPLIANCE WITH OHS ACT, CONSTRUCTION REGULATIONS, 2014 AND OHS SPECIFICATION..... Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014 and OHS Specification) at all times for the full duration of the Contract. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

PSA 8.11 CONTRACT NAMEBOARDS..... Unit: Sum

The tendered sum shall include full compensation to the Contractor for all the costs involved in the supply, installation and maintaining of two contract nameboards as shown on the drawings, including the removal of the boards at the end of the contract period.

PSA 8.12 MISCELLANEOUS ITEMS

An item which, in the payment clause column of the Bill of Quantities, refers to this clause, will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s)."

PSA 8.13 ENVIRONMENTAL MANAGEMENT Unit: Sum

The costs of whatever nature for complying with the obligations of the Particular Environmental Authorisation and the Environmental Management Plan will be deemed to be covered by the sums tendered for the respective items in Section A of the Bill of Quantities.

PSA 8.14 QUALITY MANAGEMENT PLAN Unit: Sum

The costs of whatever nature for providing the Quality Management Plan as specified in Part C3 will be deemed to be covered by the sums tendered for the respective items in Section A of the Bill of Quantities.

PSD SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R100.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 BASIC PRINCIPLES

ADD THE FOLLOWING:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 150 mm. This implies that levels used in earthworks quantity calculations will be 150 mm lower than the original levels.

Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

PSC 8.2 PAYMENT**PSC 8.2.1 Clear and grub**

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or, "

PSC 8.2.7 Dismantle, remove and reinstate pipelines, electricity transmission lines, cables, etc.

REPLACE THE CONTENTS OF THIS SUBSUBCLAUSE WITH:

"The tendered rates shall include full compensation for the detection, disconnection, removal, stockpiling, safeguarding, reinstatement and reconnection of services, including all necessary excavation, bedding, concrete bases and backfilling.

In the event of the contractor damaging any of the services he will replace it at his own cost."

PSC 8.2.8 Demolish and remove structures/buildings

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"The rate shall cover the cost of excavating around the structure, demolishing the structure, disposal of excavated material and rubble to a site provided by the Contractor including all haul, backfilling of the hole with sand in layers of 300 mm and compaction to 100% of MOD AASHTO. Separate items will be listed for different structure/building sizes."

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

"PSC 8.2.11 Remove topsoil to spoil site furnished by Contractor Unit : m³

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to spoil sites furnished by the Contractor.

PSC 8.2.12 Take down and re-erect existing fences Unit : m

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all material, the cost of loading, transporting and off-loading such material, the cost of re-erecting the fence in its original position using the dismantled material and the cost of temporary bracing the sections of fence not taken down.

The rate shall also cover the cost of using new tying wire but not the cost of any other new material that may have to be used on the written instructions of the engineer, as such new material will be paid for under the Particular Specification for FENCING.

PSC 8.2.18 Demolish and remove existing gabions Unit : m³

The rate shall cover the cost of dismantling the existing gabion structures, stockpiling, loading and transport of the gabion stone for re-use on an alternative construction site. The rate shall also cover the cost of all excavation necessary to remove the gabion structure, as well as the cost to load, transport and dispose of all rubble at a suitable dumping site.

PSC 8.2.19 Demolish and remove existing retaining wall Unit : m

The rate shall cover the cost to demolish the existing concrete retaining wall and make good in preparation for the new retaining wall to abut against the existing retaining wall. The rate shall include the cost of all excavation and other incidentals to demolish and make good the existing retaining wall, as well as the cost to load, transport and dispose of all rubble at a suitable dumping site.

PSC 8.2.20 Protection of existing structures Unit : Sum

The tendered rates shall include all costs to protect the existing structure during construction of the retaining wall. The rate must make provision for any supports required to protect and avoid collapse of the existing structure as well as to make provision for a safe working environment until backfill between the existing structure and the newly constructed retaining wall is completed.

PSD EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 Any of the other SABS 1200 specifications may form part of the Contract documents."

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

ADD THE FOLLOWING DEFINITIONS:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace

Roadbed: The natural in situ material on which the fill or, in the absence of fill, the pavement layers are constructed"

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 Method of classifying

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 Selection in borrow pits and excavations

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" *WITH* "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" *WITH* "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The use of explosives is prohibited on this project."

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of subclause 5.4 of SABS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 93% Mod AASHTO density; and
- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layerworks in accordance with the provisions of subclause 5.9 of SABS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with subclause PSD 8.3.8.1.

Payment in respect of reinstating layerworks in roadways will be made in accordance with subclause 8.3.6.1 of SABS 1200 DB (as amended)."

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

Further to the requirements of subclause 5.4.2 of SABS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SABS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.1.2.4 Negligence

DELETE SUBCLAUSE 5.1.2.4.

PSD 5.1.3 Stormwater and groundwater

ADD THE FOLLOWING:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the works."

PSD 5.1.5 Reinstatement and maintenance of roads

ADD THE FOLLOWING:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in subclause 5.9 of SABS 1200 DB."

PSD 5.1.6 Road traffic control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6.

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at the such sites will be made in accordance with the provisions of subclause PSD 8.3.15."

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which the said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.

When required, or when ordered by the Engineer, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of subclause PSD 8.3.14."

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of C3.4.2.5(b) subclause PS 8.2.1 of Portion 1 of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT**PSD 8.3 SCHEDULED ITEMS****PSD 8.3.1 Site preparation**

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SABS 1200 C shall apply."

PSD 8.3.2 Bulk excavation

REPLACE THE CONTENTS OF ITEM WITH THE FOLLOWING:

"(a) Excavate in all materials and use for embankment or backfill as ordered, from:

- (1) Necessary excavations Unit: m³
- (2) Designated borrow pits Unit: m³
- (3) Commercial sources Unit: m³

The unit of measurement shall be the cubic metre measured in place in accordance with subclause 8.2 of SABS 1200 D.

Separate items will be scheduled for embankments and backfills for different parts of the works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of subclause 5.1 of SABS 1200 D (as amended), in addition to the cost of excavating in all materials, basic selecting, loading, transporting within the applicable free-haul distance, off-loading, spreading or backfilling, watering, compacting, final grading, complying with the requirements for tolerances, providing for testing, finishing and tidying, all in accordance with the specifications.

In addition to the foregoing, the tendered rate for subitem (b) shall further include for the costs of royalties (if applicable), whilst the tendered rate for subitem (c) shall also include for the costs of finding a source of suitable material, for making arrangements with the owner of the source, for procuring the material, for the payment of all requisite royalties, charges or damages, and for transporting the material to the site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment shall apply for excavating in intermediate, hard or boulder material."

(b) Excavate in all materials and disposeUnit: m³

The unit of measurement shall be the cubic metre of material excavated, measured in place in accordance with subclause 8.2 of SABS 1200 D.

The tendered rates shall cover the cost of complying with all the precautions required in terms of subclause 5.1 of SABS 1200 D (as amended), in addition to the cost of excavating, basic selecting, loading, transporting within the applicable free-haul distance, off-loading at the spoil site, maintaining and finishing the spoil site, all in accordance with the specifications.

(c) Extra over subitems PSD 8.3.2(a)(1), PSD 8.3.2(a)(2) and PSD 8.3.2(b) for:

- (1) Intermediate excavation Unit: m³
- (2) Hard rock excavation Unit: m³
- (3) Boulder excavation, Class A Unit: m³
- (4) Boulder excavation, Class B Unit: m³

The rate shall cover the additional cost of the operations enumerated in subclauses 8.3.2.(a) and 8.3.2.(b) above for any portion of the excavation that is classified as intermediate, hard rock, boulder excavation class A or boulder excavation class B as applicable. (See Drawing D-2.)"

PSD 8.3.3 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUBITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2.1 – 5.2.2.3 (inclusive)" AT THE END OF SUBCLAUSE (a) WITH "in subclauses 5.2.2.1 to 5.2.2.5 (inclusive)".

ADD THE FOLLOWING SUB-SUBITEM:

"(c) Extra over subitem 8.3.3 (a) for hand excavation..... Unit: m³

This item shall apply to hand excavation ordered by the Engineer or when the Engineer considers that, owing to circumstances, excavation by mechanical excavators is not practicable. It shall not apply to hand excavation for trimming or finishing an excavation made by mechanical means.

The tendered rate shall include full compensation for the additional cost of excavating by means of hand tools."

PSD 8.3.4 Importing of materials

DELETE SUBITEM (a) OF 8.3.4.

PSD 8.3.6 Overhaul

ADD THE FOLLOWING:

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed of by other means employed by the Contractor."

PSD 8.3.8 Existing services

PSD 8.3.8.1 Location

REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:

"8.3.8.1 Hand excavation for locating and exposing existing services:

- (a) In roadways Unit: m³
- (b) In all other areas Unit: m³

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of subclause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for in terms of SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul, if applicable, will be measured and paid for in terms of SABS 1200 DB."

PSDB EARTHWORKS (PIPE TRENCHES)**PSDB 3 MATERIALS****PSDB 3.5 BACKFILL MATERIALS**

ADD THE FOLLOWING PARAGRAPHS TO SUBCLAUSE 3.5:

"(c) Cement-stabilized backfilling

Backfilling shall, where directed by the Engineer, be stabilized with 5% cement. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7 SELECTION

REPLACE THE WORDS "if he so wishes" IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS "at his own cost".

PSDB 5 CONSTRUCTION**PSDB 5.1 PRECAUTIONS****PSDB 5.1.3 Accommodation of traffic and access to properties**

REPLACE THE SEMICOLON AND THE WORD "and" AT THE END OF SUBCLAUSE 5.1.3(a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:

"(b) Where necessary to achieve compliance by the Contractor with his obligations in terms of subclause C3.4.2.5(e) of the Scope of Works to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Engineer, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Engineer has included in the Schedule of Quantities, particular payment items specifically therefor, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

ADD THE FOLLOWING NEW SUBCLAUSE TO SUBCLAUSE 5.1:

"PSDB 5.1.5 Removal of existing pipelines

Where existing pipes have to be removed, they shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with subclause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Engineer, and brought to the surface for inspection by the Engineer.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner described in the specifications, or on the Drawings or on the Engineer's instructions, as relevant."

PSDB 5.2 MINIMUM BASE WIDTHS

ADD THE FOLLOWING AFTER PARAGRAPH (b):

"The above is not applicable to trenches for subsurface drains.

Trenches for subsurface drains shall be excavated to the dimensions and gradients shown on the Drawings or directed by the Engineer.

PSDB 5.4 EXCAVATION

ADD THE FOLLOWING:

"Except where otherwise specified, trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm."

PSDB 5.6 BACKFILL

PSDB 5.6.3 Disposal of soft excavation material

REPLACE THE WORDS "unless otherwise required in the project specification." AT THE END OF SUBCLAUSE 5.6.3 WITH:

"... or to spoil in accordance with the requirements of subclause PSD 5.2.2.3, as instructed by the Engineer."

PSDB 5.6.4 Disposal of intermediate and hard rock material

REPLACE THE LAST SECTION OF SUBCLAUSE 5.6.4 "... disposed of as specified in 5.6.3 or removed to designated sites," WITH "... disposed of outside the site boundaries."

ADD THE FOLLOWING:

"PSDB 5.6.9 Backfilling around structures

Backfilling around a structure shall not be commenced before it has been approved by the Engineer.

Granular material shall be used as backfill material around structures as shown on the drawings and shall be placed in layers not exceeding 150 mm compacted thickness, each layer being thoroughly compacted to 100% of modified AASHTO density as instructed by the Engineer before the succeeding layer is placed. Unsuitable or surplus excavated material shall be spoiled off site."

PSDB 5.7 COMPACTION

PSDB 5.7.1 Areas not subject to Traffic Loads

ADD THE FOLLOWING SENTENCE :

"All non-cohesive material shall be compacted to 100% MOD AASHTO density."

PSDB 5.7.2 Areas Subject to Traffic Loads:

DELETE "98%" AND SUBSTITUTE WITH "100%".

ADD THE FOLLOWING:

"All pipe trenches that fall within the road reserves shall be regarded as areas subject to traffic loads."

"PSDB 5.11 REMOVAL OF EXISTING PIPES

PSDB 5.11.2 Where shown on the Drawings or where so instructed by the Engineer, the Contractor shall excavate, expose and remove from the ground, existing sewer and water pipelines.

PSDB 5.11.2 If so instructed by the Engineer, the Contractor shall, before commencing with the excavation of the pipeline, expose the pipeline to be removed by means of careful hand excavation at positions agreed with the Engineer, in accordance with the requirements of subclause PSA 5.4. Measurement and payment for locating the exact positions of the pipelines where required by the Engineer shall be made in accordance with and under item PSD 8.3.8.1.

PSDB 5.11.3 Thereafter, the existing pipelines to be removed shall be carefully opened up by machine excavation to a depth of not more than 300 mm above the pipes after which the whole pipeline shall be fully exposed by means of careful hand excavation. The excavation width shall comply with subclause 5.2.

PSDB 5.11.4 The pipes and all specials encountered (eg. bends, valves, valve box covers and the like) shall be removed from the trench in a manner as to avoid causing damage and as approved by the Engineer, cleaned sufficiently as to allow inspection of the pipes and specials by the Engineer and stacked in such a manner as will facilitate the inspection of each pipe and special by the Engineer.

PSDB 5.11.5 Pipes and specials declared suitable by the Engineer for reuse shall be transported to an alternative site for reuse on the contract, or to the Employer's storeyard located at Laingsburg Municipal offices, where they shall be off-loaded and neatly stacked to the satisfaction of the Engineer. The Contractor shall be responsible for obtaining a written receipt of all pipes so delivered to the Employer's storeyard.

- PSDB 5.11.6** Pipes and specials which are declared unsuitable by the Engineer for reuse shall be transported to a spoil site and covered with spoil material to a depth of not less than 300 mm.
- PSDB 5.11.7** After removal of the pipelines, the trenches shall be backfilled using the excavated material and compacted to 90% modified AASHTO density. The provisions of subclauses 5.6 and 5.7 shall apply."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1 BASIC PRINCIPLES

PSDB 8.1.2 ADD THE FOLLOWING:

"In the road prism or building platform the ground surface from which depth will be measured will always (irrespective of operation sequenced) be the road bed level at centre-line."

PSDB 8.2.3 REPLACE THE CONTENTS OF SUBCLAUSE 8.2.3 WITH THE FOLLOWING:

"Wherever volumetric measurement is required, the volume will be computed according to the depths indicated on the drawings, or to the bottom of the specified bedding cradle, whichever is the greater, and the width determined from the applicable side allowance set out below (see drawing DB-4) plus the nominal width of the pipe. Side allowance shall be measured from the outside of the pipe. No allowance shall be made for the extra thickness of the collars or couplings.

All Pipes Excluding Ducts

<u>Nominal Diameter, mm</u>		<u>Side clearance on each side, mm</u>
<u>From</u>	<u>To</u>	
0	125	200
125	700	300
700	1000	400
1000	2000	500
2000	-	600

The side allowance for ducts shall be 150 mm and there shall be 300 mm between a Data duct and any other duct/service placed in the same trench.

Where two or more pipes/ducts are to be placed in one trench, the specified base width shall be calculated as follows:

The trench width for the deeper service shall be calculated according to above specifications. The effective trench width for the shallower service shall then be the difference between its specified base width and the overlap with the trench of the deeper service.

The trench width for subsurface drains shall be as shown on the drawings."

PSDB 8.3 SCHEDULED ITEMS**PSDB 8.3.2 Excavation**

- (a) Excavate in all materials, for trenches, backfill compact and dispose of surplus material

REPLACE "of 1,0 m" IN THE FIRST SENTENCE OF 8.3.2(a) WITH:

"as specified in the Bill of Quantities."

- (b) Extra over item (a) above for:

ADD THE FOLLOWING AT THE END OF THE EXISTING SUBITEM 2:

"No payments will be made under subitems (1) and (2) in respect of any materials measured and paid for under subitem 3 below."

AND ADD THE FOLLOWING NEW SUBITEMS IN 8.3.2(b):

"(3) Hand excavation where ordered by the Engineer in:

- | | |
|------------------------------------|----------------------|
| (a) Soft material | Unit: m ³ |
| (b) Intermediate material | Unit: m ³ |
| (c) Hard material | Unit: m ³ |

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, which was excavated by hand on the specific prior written instructions of the Engineer; provided always that the Engineer's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Engineer shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor with his obligations under the Contract to

- | |
|--|
| (i) utilise construction appropriate to the nature of the specific parts of the works; and/or |
| (ii) protect existing structures and/or services; and/or |
| (iii) comply with all prevailing legislation and regulations. |

- (4) Backfill stabilized with 5% cement where directed by the Engineer Unit: m³

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilized on the Engineer's instructions in accordance with subclause PSDB 3.5(c).

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilized material to 90% of modified AASHTO density.

- (5) Soilcrete backfill where directed by the Engineer Unit: m³

The unit of measurement shall be the cubic metre of soilcrete placed on the Engineer's instructions in accordance with subclause PSDB 3.5(d), measured in place according to the authorised dimensions.

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing and placing the soilcrete as well as for the cost of shuttering if required."

ADD THE FOLLOWING SUBITEMS IN 8.3.2 AFTER SUBITEM 8.3.2(c):

- "(d) Excavate in all materials for stormwater inlet and outlet structures and for manholes, catchpits, valve chambers and the like, irrespective of depth, and backfill around structures: Unit: m³

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised dimensions, and excluding the volume of material excavated and paid for under subitem (a).

The tendered rate shall include for the costs of excavating in all materials, backfilling, compacting, trimming and tidying the final surface around the structure, disposing of surplus and unsuitable materials within the free-haul distance and, where applicable, selecting and keeping separate, excavated material suitable for use as backfill.

- (e) Excavate open drains in all materials Unit: m³

The tendered rates shall include full compensation for excavating in all materials within the dimensions specified or authorised by the Engineer and to the specified lines and profiles, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures.

- (f) Extra over subitems (d) and (e) for excavating in:

(1) Intermediate material Unit: m³

(2) Hard rock material Unit: m³

Measurement and payment shall be in accordance with the provisions of 8.3.2(b) of SABS 1200 D (as amended)."

PSDB 8.3.3 Excavation ancillaries

PSDB 8.3.3.3 Compaction in road reserves

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

"PSDB 8.3.3.3 Compaction in road crossings"

REPLACE THE SENTENCE, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", WITH THE FOLLOWING:

"To determine the volume in the case of gravel roads, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.3.4 Overhaul

REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with subclause PSD 5.2.5."

PSDB 8.3.6 Finishing

PSDB 8.3.6.1 Reinstate road surfaces complete with all courses

ADD THE FOLLOWING:

"Where the trench crosses asphalt road surfaces, the rate shall include for neatly sawcutting the existing asphalt surfacing."

PSDB 8.3.7 Accommodation of traffic

DELETE ITEM 8.3.7.

"PSDB 8.3.8 Removal of existing pipes

- (a) Excavate in all materials to 300 mm above the pipelines Unit: m³

The unit of measurement shall be the cubic metre of material excavated for the removal of pipelines in accordance with PSDB 5.11, measured in place according to the authorised dimensions. Depth shall be measured from the ground surface on the centreline of the pipeline to 300 mm above the pipe barrel.

The tendered rate shall include for excavating by any method in all materials and placing the excavated material alongside the trench.

- (b) Excavate by hand to expose pipes Unit: m

The unit of measurement shall be the linear metre of pipeline finally exposed by hand excavation methods, measured in the plan view along the centreline of the pipeline, irrespective of the class of pipe. Separate items will be scheduled for each different diameter of pipe. The pipe volume as well as the volume of all associated structures such as junction boxes, manholes, valve chambers and the like shall be excluded from the volume of excavation measured.

The tendered rates shall be in full and final compensation for excavating by hand methods from a depth of 300 mm above the pipe barrel in accordance with PSDB 5.11.2 to expose the pipe to its bottom, irrespective of the type or class of pipe, as well as for excavating by hand around junction boxes, manholes, valve chambers and the like.

- (c) Remove pipes from trench and stack for inspection Unit: m

The unit of measurement shall be the linear metre of each type and diameter of pipe removed from the trench in accordance with subclause 5.11, measured in the plan view along the centreline of the pipeline, without deduction for specials, junction boxes, manholes, valve chambers and the like as may be encountered. Separate items shall be scheduled for each different class and diameter of pipe.

The tendered rates shall be fully inclusive for uncoupling the individual pipes and specials, all additional excavation as may be necessary to facilitate the insertion of lifting slings or the utilisation of other lifting equipment, the provision and utilisation

of all such lifting equipment as may be necessary (eg cranes), for lifting the pipes and specials out of the trench, cleaning and stacking them along the side of the trench for inspection, attending during the Engineer's inspection and recording the Engineer's decisions on each pipe/special. The tendered rate shall further include for the demolition and removal from the trench of all associated pipeline structures as may be encountered, such as junction boxes, inlet and outlet structures, valve chambers, anchor blocks and the like, and the loading and removal of the debris to spoil.

The tendered rate shall also make provision for backfilling and compaction of the trench with suitable backfill material to the satisfaction of the engineer.

(d) Deliver pipes and specials declared reusable

(i) Pipes Unit: m

The unit of measurement shall be the linear metre of pipe declared reusable by the Engineer and delivered to the address specified in subclause PSDB 5.11. Separate items will be scheduled for each different type and class of pipe.

The tendered rates shall be fully inclusive for loading the pipes at the side of the trench, transporting to and off-loading at the location specified in PSDB 5.11, and carefully stacking separately according to the type, class and diameter of the pipes.

(ii) Specials Unit: number

The unit of measurement shall be the number of specials declared reusable by the Engineer in accordance with subclause PSDB 5.11 above, irrespective of the type or diameter of the special, delivered to the address specified in subclause PSDB 5.11.

The tendered rate shall be fully inclusive for loading the specials at the side of the trench, transporting to and off-loading at the location specified in PSDB 5.11, and carefully stacking separately according to the type, class and diameter of the specials.

(e) Dispose of pipes and specials unsuitable for reuse

(i) Pipes Unit: m

The unit of measurement shall be the linear metre of pipe declared by the Engineer to be unsuitable for reuse and disposed of by the Contractor in accordance with the requirements of PSDB 5.11.5. Separate items will be scheduled for different types and diameters of pipe.

The tendered rates shall be fully inclusive for loading the pipes at the side of the trench, transporting to and off-loading at the spoil site and dealing with them as specified in PSDB 5.11.5.

(ii) Specials Unit: number

The unit of measurement shall be the number of specials declared by the Engineer to be unsuitable for reuse and disposed of by the Contractor in accordance with the requirements of PSDB 5.11.5. Separate items will be scheduled for different types of special.

The tendered rate shall include for loading the specials at the side of the trench transporting them to and off-loading them at the spoil site, and dealing with them as specified in PSDB 5.11.5.

PSDK GABIONS AND PITCHING**PSDK 3 MATERIALS****PSDK 3.2.1 Stone**

REPLACE THE CONTENTS OF TABLE 2 WITH THE FOLLOWING:

"

TABLE 2 : SIZE AND MASS OF INDIVIDUAL STONES FOR PITCHING			
1	2	3	4
Size/mass of pitching	Thickness of pitching mm, min	Least dimension mm, min	Mass kg, min
Extra heavy	600	300	180
Heavy	400	190	50
Medium	300	150	27
Light	200	110	11

"

PSDK 5 CONSTRUCTION**PSDK 5.3.3 Grouted Pitching**

REPLACE THE WORDS "(Table 4)" IN THE SECOND LINE OF THE FIRST PARAGRAPH WITH "(Table 2)".

PSDK 8 MEASUREMENT AND PAYMENT**PSDK 8.2 SCHEDULED ITEMS**

ADD THE FOLLOWING SUBCLAUSES:

PSDK 8.2.2 Gabions Unit : m³

ADD THE FOLLOWING PARAGRAPH.

The rate shall exclude the cost for supply of the stones which will be measured separately under Item PSDK8.8.8.

PSDK 8.2.8 Supply of Stone for Gabions

Extra over Item 8.2.2 for the supply only of stone for gabions with material from:

- a) Commercial from Unit : m³
- b) River Bed Unit : m³

The rate shall cover only the cost for the supply of stone for gabions from alternative sources as specified.

PSG CONCRETE (STRUCTURAL)

PSG 3 MATERIALS

PSG 3.2 CEMENT

PSG 3.2.3 Storage of cement

ADD THE FOLLOWING:

"Cement shall not be stored for longer than 12 weeks without the Engineer's permission."

PSG 3.13 ALKALI-AGGREGATE REACTION

Malmesbury hornfels (shale) shall not be used in conjunction with a high alkali cement but the addition of an approved pozzolan or ground blast furnace slag to lower the Na₂O equivalent of the cement to below 0,6% may be permitted."

PSG 5 CONSTRUCTION

PSG 5.1 REINFORCEMENT

PSG 5.1.2 Fixing

ADD THE FOLLOWING:

"The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Welding of reinforcing steel will not be permitted."

PSG 5.2 FORMWORK

PSG 5.2.1 Classification of finishes

(c) Special

ADD THE FOLLOWING:

"This finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Engineer, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least one hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder."

PSG 5.2.5 Removal of formwork

ADD THE FOLLOWING SUBSUBCLAUSE:

"PSG 5.2.5.7 The Contractor shall make provision for the continued support of beams and slabs while the formwork is being removed and/or for back propping of beams and slabs."

PSG 5.3 HOLES, CHASES AND FIXING BLOCKS

ADD THE FOLLOWING:

"Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristic (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.

The holes or cavities left by ferrule heads in the concrete of water-retaining structures shall be filled with an approved non-shrink grout applied strictly in accordance with the manufacturer's specifications."

PSG 5.5.3 Mixing

PSG 5.5.3.2 Ready-mixed concrete

ADD THE FOLLOWING:

"Ready-mixed concrete may be used on the Site. The Contractor shall take samples for testing from every load delivered to the Site."

For construction joints at kickers all additional costs for concrete, preparation, etc will be deemed to be included in the rates tendered for concrete in walls or sides and kicker joints or construction joints will not be measured separately."

PSG 5.5.8 Curing and protection

ADD THE FOLLOWING:

"Curing by retaining the formwork in place or by covering with a waterproof membrane are the curing methods strongly recommended. Concrete will not be paid for unless properly cured and proof of curing is continuously visible on Site."

PSG 8 MEASUREMENT AND PAYMENT**PSG 8.1 MEASUREMENT AND RATES****PSG 8.1.1 Formwork**

DELETE "or splays over 20 mm x 20 mm" FROM THE FIRST LINE OF PARAGRAPH 8.1.1.2.

ADD THE FOLLOWING TO PARAGRAPH 8.1.1.2:

"Splays up to and including 25 mm x 25 mm will not be measured separately and will be deemed to be included in the formwork costs."

ADD THE FOLLOWING PARAGRAPHS:

"8.1.1.7 For construction joints at kickers, all additional costs for formwork to edges up to 300 mm high will be deemed to be included in the rates tendered for vertical formwork to sides of walls and will not be measured separately in narrow widths.

8.1.1.8 No formwork will be measured to edges of blinding layers under structures and the cost thereof, (if needed), will be deemed to be included in the rates tendered for concrete in blinding layers.

8.1.1.9 Back shuttering or formwork to top revealed surfaces of sloping - or conical formwork will only be measured to surfaces of over 40° and up to 85° to the horizontal.

8.1.1.10 Formwork to horizontal surfaces in pump stations, valve chambers, manholes or sumps can either be removed through the manhole cover opening or the contractor may use permanent formwork at his own cost as no claims in this regard will be considered."

PSG 8.1.2 Reinforcement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The unit of measurement for steel bars shall be the ton of reinforcement in place, in accordance with the Drawings or as authorised by the Engineer.

The unit of measurement for welded steel fabric shall be the kilogram of fabric reinforcement in place, and the quantity, in kilograms, shall be calculated from the net area covered by the mesh, excluding overlaps.

Clips, ties, separators, stools and other steel used for positioning reinforcement will not be measured, unless these are shown on the bending schedules.

The tendered rate shall include full compensation for the supply, delivery, cutting, bending, welding, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste."

PSG 8.1.3 Concrete

Delete ", or the plan size of the excavation where additional excavation is provided to facilitate erection of forms" from the second line of paragraph 8.1.3.1(c).

PSG 8.3.2 High-Tensile Welded Mesh

REPLACE "Unit : m²" with "Unit : kg".

PSG 8.9 Construction of Concrete Channel Piece on top of Gabion Structure as per Detail Drawing No. 109121-302C..... Unit : No

The tendered rate shall include full compensation for the construction of the concrete channel piece as detailed on drawing number 109121-302C. The rate must make provision for complete construction of the concrete channel piece including all required excavations supply and construction of formwork, steel mesh, dowels, concrete, construction joints, finishing of concrete, backfilling and compaction as required, making good of the site after construction, the removal of any rubble to a recognised dumping site, and all other incidentals to complete the construction of the channel piece.

PSG 8.10 Construction of Concrete Retaining Wall Complete as per Detail Drawing No. 109121-305A Unit : m

The tendered rate shall include full compensation for the construction of the concrete retaining wall as detailed on drawing number 109121-305A. The rate must make provision for complete construction of the retaining wall including all required excavations supply and construction of formwork, reinforced steel, concrete, construction joints, fixing to existing retaining wall, finishing of concrete, backfilling and compaction behind the retaining wall, making good of the site after construction, the removal of any rubble to a recognised dumping site, and all other incidentals to complete the construction of the retaining wall.

PSG 8.11 Construction of Vibracrete Wall Complete as per Detail Drawing No. 109121-305A and to Manufacturers Specifications Unit : m

The tendered rate shall include full compensation for the construction of the precast vibracrete wall as indicated on drawing number 109121-305A. The rate must make provision for complete construction of the retaining wall including all required excavations, supply and construction of the precast concrete wall units, including the supply and constructions of the footings for the wall columns, fixing to existing vibracrete wall, backfilling and compaction of excavations, making good of the site after construction, the removal of any rubble to a recognised dumping site, and all other incidentals to complete the construction of the vibracrete wall.

PSL MEDIUM-PRESSURE PIPELINES**PSL 3 MATERIAL****PSL 3.1 GENERAL**

ADD THE FOLLOWING PARAGRAPHS:

"Each type of pipe delivered to the Site shall have a standard length corresponding with the standard lengths offered by the pipe manufacturer in his catalogue, with a maximum permissible variation in length of $\pm 2\%$.

A pipe that is a shorter or longer than the defined standard will be rejected by the Engineer, except when such non-standard lengths are required in terms of the Contract and have been specifically manufactured or cut as such by the pipe manufacturer or supplier."

PSL 3.4 STEEL PIPES, FITTINGS AND SPECIALS**PSL 3.4.2 Pipes of nominal bore up to 150 mm**

ADD THE FOLLOWING:

"The pipes shall be 'normalised' or seamless steel pipes and shall be used with malleable cast-iron fittings complying with the requirements of SABS 509."

PSL 3.7 OTHER TYPES OF PIPES**PSL 3.7.2 Polyethylene pipes**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Polyethylene pipes shall be HDPE type IV pipes with compression fittings and shall comply with SABS 533 Part II."

PSL 3.9 CORROSION PROTECTION**PSL 3.9.2 Steel pipes****PSL 3.9.2.1 Steel pipes of nominal bore up to 150 mm**

ADD THE FOLLOWING:

"Steel pipes shall be galvanised where shown on the Drawings."

PSL 3.9.6 Corrosive soil

ADD THE FOLLOWING:

"Where shown on the Drawings, steel pipes in contact with corrosive soil shall be wrapped with Densopol 80 HT or an equivalent approved product, strictly in accordance with the manufacturer's instructions."

PSL 3.10 VALVES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Valves shall comply with the following requirements:

- (a) They shall open clockwise and shall have a non-rising spindle.
- (b) They shall be class 16 valves.
- (c) Valves shall comply with the requirements of SABS 664/1974.
- (d) Valves shall be the resilient seat type.
- (e) Valves shall be coated before delivery, both internally and externally with a suitable bitumastic paint free of phenols."

PSL 5 CONSTRUCTION

PSL 5.6 VALVE AND HYDRANT CHAMBERS

PSL 5.6.1 General

REPLACE THE WORDS "drawing L-1" IN THE SECOND LINE WITH "the Drawings".

PSL 5.6.2 Construction of chambers

REPLACE THE WORDS "drawing L-1, L-2 and L-3" IN THE FOURTH LINE WITH "the Drawings".

ADD THE FOLLOWING SUBCLAUSES:

PSL 5.12 MARKER BLOCKS

Type 1 and Type 2 marker blocks shall be manufactured and positioned as shown on the Drawings.

PSL 7 TESTING

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

PSL 7.3.1 Test pressure and time of test

PSL 7.3.1.2 The maximum working pressure for the different pipes is indicated by the class of the pipe.

PSL 8 MEASUREMENT AND PAYMENT**PSL 8.2 SCHEDULED ITEMS****PSL 8.2.11 Anchor blocks/Thrust blocks and pedestals**

INSERT "concrete" BEFORE "and" IN THE LAST LINE OF THE LAST PARAGRAPH.

ADD THE FOLLOWING:

"The tendered rates shall also include the wrapping of uPVC pipes and fittings with Densopol 80 or a similar approved material where the pipes and fittings come into contact with concrete."

PSL 8.2.18 Connection to existing main supply pipeUnit : No.

The tendered rate shall include full compensation for the cost of excavation, connection to the existing main supply pipe to the applicable diameter as listed in the bill of quantities, removal of surplus material, and all labour and equipment necessary to make the connection and all liaison with the local authorities.

PSLB BEDDING (PIPES)**PSLB 3 MATERIALS****PSLB 3.1 SELECTED GRANULAR MATERIAL**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 SELECTED FILL MATERIAL

ADD THE FOLLOWING:

"Selected fill material used for bedding shall be stabilised with 5% cement as specified under Subclause PSDB 3.5(c)."

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this Subclause."

PSLB 3.4 SELECTION**PSLB 3.4.1 Suitable material available from trench excavation**

REPLACE THE WORDS "(but is not required)" IN THE FIFTH LINE WITH THE WORDS "(at his own cost)".

PSLB 5 CONSTRUCTION**PSLB 5.1 GENERAL****PSLB 5.1.2 Details of bedding**

ADD THE FOLLOWING PARAGRAPH.

"The dimension "X" for flexible and rigid pipes as indicated on drawing LB-1 will be 150 mm unless otherwise indicated on the drawing. The dimension "X" will be measured from the invert of the pipe."

PSLB 5.1.4 Compacting

REPLACE "90%" WITH: "90% (100% for sand)".

PSLB 8 MEASUREMENT AND PAYMENT**PSLB 8.1 PRINCIPLES****PSLB 8.1.5 Disposal of displaced material**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material."

PSLB 8.1.6 Freehaul

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS**PSLB 8.2.2 Supply only of bedding by importation****PSLB 8.2.2.2 From borrow pits**

DELETE THE WORDS IN BRACKETS IN THE FIRST FOUR LINES.

ADD THE FOLLOWING:

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SABS 1200 D."

ADD THE FOLLOWING ITEM:

"PSLB 8.2.6 Extra over items 8.2.1 and 8.2.2 for bedding stabilised with 5% cement.... Unit : m³

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1 CULVERT UNITS AND PIPES

- (d) Skewed ends

ADD THE FOLLOWING:

"Skewed ends for pipe culverts may be cut on Site."

PSLE 3.4 MANHOLES, CATCHPITS, AND ACCESSORIES

PSLE 3.4.1 Bricks

ADD THE FOLLOWING:

"Bricks shall be engineering bricks complying with the requirements of SABS 227."

ADD THE FOLLOWING SUBCLAUSE:

"PSLE 3.6 MATERIALS FOR DRAINAGE LAYERS

- (a) Pipes and fittings

Pipes for subsurface drains shall be normal duty, perforated or slotted uPVC pipes complying with SABS 791. Fittings shall be heavy duty and shall also comply with SABS 791.

The size of the perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm 1,5$ mm, and the number of perforations per metre shall not be less than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm pipes, as shown on the Drawings.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in width. The arrangement of the slots is subject to the Engineer's approval, but the total slot area shall not be smaller than that specified for perforations.

- (b) Crushed stone

Crushed stone shall be in accordance with the sizes specified on the drawings and shall comply with the requirements of SABS 1083.

- (c) Geotextiles

Geotextiles shall be Imbitex, available from INCA Concrete Products.

PSLE 5 CONSTRUCTION**PSLE 5.2 BEDDING AND LAYING****PSLE 5.2.2 Pipe culverts**

ADD THE FOLLOWING:

"The class of bedding required for the various pipe culverts is shown on the Drawings."

ADD THE FOLLOWING SUBCLAUSES:

"PSLE 5.8 CONSTRUCTION OF DRAINAGE LAYERS

After the completion of the excavations, the bottom portion of the trench shall be lined with geotextile sheeting as shown on the Drawings. The top edges of the vertical portions of the geotextile sheeting shall be tacked to the sides of the excavations with nails or by another suitable approved means. An overlap of at least 500 mm shall be provided at each joint. Geotextile sheeting damaged during the installation or construction shall be replaced at the Contractor's cost.

A layer of crushed stone of the thickness shown on the Drawings shall be placed on the geotextile and be lightly tamped and finished to the required gradient.

Pipes of the required size shall be firmly bedded on the permeable material, true to level and grade, and coupled where required. The trench shall then be backfilled with crushed stone to the height above the pipes shown on the Drawings or as directed by the Engineer.

Crushed stone shall be placed in layers of not more than 300 mm at a time and shall be lightly compacted. Care shall be taken to prevent the contamination of crushed stone during construction of the subsurface drains and all material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.

Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the top or at the bottom, as directed. The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of class 20/19 concrete, as shown on the Drawings and at the lower end of the pipe shall be built into a concrete head wall providing a positive outlet, or it shall be connected to the stormwater pipes or culverts.

After all the crushed stone filter material has been placed, the protruding vertical filter material has been placed, the protruding vertical sections of the geotextile sheeting shall be folded back across the filter material so that the filter material will be completely enwrapped in the geotextile. An overlap of at least 500 mm shall be provided between the portions folded back.

PSLE 5.8 BACKFILLING AROUND STRUCTURES

Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200 LB subclause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB subclause 3.5.

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces."

PSLE 8 MEASUREMENT AND PAYMENT**PSLE 8.2 SCHEDULED ITEMS****PSLE 8.2.8 Supply and installation of manholes, catchpits and the like:**

REPLACE THE CONTENTS OF THE ITEM WITH THE FOLLOWING:

"Separate items are listed for manholes and catchpits etc. with reference to depths (increments of 1,0 m) and type. The rate shall cover the cost of any excavation in all material (including disposal of surplus) and backfilling with suitable material in accordance with PSLE 5.8 (including importation of material if required) additional to what is measured under the relevant pipe trench item (refer to SABS 1200 DB 8.2.2 and 8.2.3). The rate shall further cover the cost for building the manholes and catchpits complete as shown on the relevant drawings.

The depth category of manholes and catchpits shall be measured as the difference between the cover level and the deepest invert level."

ADD THE FOLLOWING ITEMS:

PSLE 8.2.14 In-situ Gravel Lined Stormwater Channel Complete to Detail Drawings Number 109121-306AUnit : m

The tendered rate shall include all costs for to construct the Gravel Lined Stormwater Channel complete as per the detail on drawing number 109121-306A, including excavating, shaping, compaction of the channel to 93% MAASHTO density, and finishing of the channel. The rate shall make provision for making good of the site after construction, the removal of any rubble to a recognised dumping site, and all other incidentals to complete the construction of the channel.

The length shall be measured along the centre line of the channel.

PSLE 8.2.15 In-situ Stone Pitch Stormwater Channel Complete to Detail Drawings Number 109121-302CUnit : m²

The tendered rate shall include all costs for to construct the Stone Pitch Stormwater Channel complete as per the detail on drawing number 109121-302C, including excavating, shaping, preparation and compaction of the channel bed to 93% MAASHTO density (100% for sand), the required formwork, supply and cast and pack of the concrete and stone for the channel, and finishing of the channel to the required shape and finish. The rate shall make provision for making good of the site after construction, the removal of any rubble to a recognised dumping site, and all other incidentals to complete the construction of the channel.

The length shall be measured along the centre line of the channel.

PSLE 8.2.16 Prefabricated Grass Blocks for Erosion Protection (165kg/m² Minimum Mass) (Armourflexor Similar Approved) with Grade 3 GeotextileUnit : m²

The unit of measurement shall be per m² of grass blocks.

The tendered rate shall include all costs for supplying, transporting, off-loading, excavation, installation and all other incidentals to construct the prefabricated grass blocks for erosion protection. The rate shall also include the supply and installation of tie wires to the grass blocks, as well as the supply, lay and cutting to size of the geotextile underneath the grass blocks.

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CONTRACT NO: *AUR98/2015*

FOR

LAINGSBURG FLOOD DAMAGE, LAINGSBURG

PART C4 SITE INFORMATION

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SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

- (ii) For the purposes of the Contract it will be deemed that, prior to submitting his Tender, the Contractor acquainted himself fully with the information and data provided within the geotechnical report made available for inspection by Tenderers during the tendering period and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

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PART C4.1 APPENDICES

Appendix A : Employer's Environmental Management Programme
Appendix D : Employer's Occupational Health & Safety Specification

APPENDIX A : OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

APPENDIX B : DRAWINGS