



# CONSTRUCTION OF CIVIL SERVICES IN DONKERHOEK, HUMANSDORP

GRAVEL STREETS AND BULK & INTERNAL WATER RETICULATION NETWORK  
FOR 203 ERVEN

**BID NO: 96/2024**

|                  |             |
|------------------|-------------|
| SERVICE PROVIDER |             |
| TELEPHONE        |             |
| CLOSING DATE     | 13 May 2024 |

**ISSUED BY:**

**Kouga Local Municipality**

Physical Address:  
33 Da Gama Road  
Jeffreys Bay

Postal Address:  
P O Box 21  
Jeffrey Bay  
6330

Telephone: 042 200 8619  
Facsimile: 086 529 7827

## GENERAL TENDER INFORMATION

|                                            |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE OF TENDER                             | : | 26 April 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ESTIMATED CIDB CONTRACTOR GRADING          | : | 3CE or higher                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CLARIFICATION MEETING                      | : | A <b>compulsory virtual clarification meeting</b> to be held on Friday, 3 May 2024 at 10h00. A <b>compulsory site visit</b> will be held at 09h30 on Monday, 6 May 2024.                                                                                                                                                                                                                                                                                                                                                 |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING | : | Meet at TB Hospital in Kruisfontein and then drive together to site.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CLOSING DATE                               | : | 13 May 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| CLOSING TIME                               | : | 12:00:00 PM / 12H00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CLOSING VENUE                              | : | Tender Box at the Municipal Office, Room 122<br>16 Woltemade Street (front) / 21 St. Croix Street (back),<br>Jeffreys Bay                                                                                                                                                                                                                                                                                                                                                                                                |
| VALIDITY PERIOD OF BID                     | : | 90 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TENDER BOX                                 | : | The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box. |

**KOUGA LOCAL MUNICIPALITY****TENDER FOR CONSTRUCTION OF CIVIL SERVICES IN DONKERHOEK, HUMANSDORP****PARTICULARS OF BIDDER**

|                                            |       |         |
|--------------------------------------------|-------|---------|
| Name of Bidder                             |       |         |
| Contact Person:                            |       |         |
| Postal Address                             |       |         |
|                                            |       |         |
| Street Address                             |       |         |
|                                            |       |         |
| Telephone Number                           | Code: | Number: |
| Cell phone Number                          |       |         |
| Facsimile Number                           | Code: | Number: |
| E-Mail Address                             |       |         |
| CSD Supplier Number<br>(National Treasury) |       |         |
| CIDB CRS Number                            |       |         |
| Vat Registration Number                    |       |         |

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# TENDERING

## PART 1 (OF 2): TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

## T1.1: TENDER NOTICE AND INVITATION TO TENDER

**KOUGA LOCAL MUNICIPALITY (EC108)**  
**DIRECTORATE: WATER AND CIVIL SERVICES**

**NOTICE NO: 96/2024**

**CONSTRUCTION OF CIVIL SERVICES FOR 203 ERVEN IN DONKERHOEK, HUMANSDORP**  
**GRAVEL STREETS AND BULK & INTERNAL WATER RETICULATION NETWORK**

The Kouga Municipality invites suitably qualified and experienced Contractors to submit tenders for the:

- a) Construction of a Bulk Waterline (110mm, class 9 pipeline) from Gill Marcus Water Treatment Works to Donkerhoek Village (2km).
- b) Installation of an Internal Water Reticulations Network (combination of 75 and 50mm pipeline) with communal stand taps (no. 15) to service 203 stands.
- c) Any and all Valves specified in the Bill of Quantities.
- d) Construction of Civil Gravel Streets with compacted top layers and cost-effective stormwater management measures at critical points.

**Tender**

An electronic copy of the tender document will be available on municipal website [www.kouga.gov.za](http://www.kouga.gov.za) as from **Friday, 26 April 2024**. After downloading the tender document from the website each prospective bidder **MUST** ensure that a complete tender document has been printed.

A compulsory virtual clarification session will be arranged for **Friday, 03 May 2024 @ 10am**. Prospective bidders can use the link below, which is direct from this advert, it will link them directly to the meeting.

Join Zoom Meeting

<https://kouga-gov-za.zoom.us/j/98278074249?pwd=cDVjd05iY2Y1Zm13ZmdyMHlFbW9pUT09>

Meeting ID: 982 7807 4249

Passcode: 065357

**Please note:**

- (a) Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- (b) This contract will be evaluated on the 80/20 point scoring system.
- (c) This contract will be evaluated on 80 points (price).
- (d) The specific goals will be for a maximum point of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- (e) **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved on a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- (f) **A contractor CIDB Grading of 3CE or higher is required. The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 2 CE PE in the tender value range in terms of Regulation 25.(8).**
- (g) The Contractor's CIDB Grading designation price should align with his tender price.
- (h) **A minimum functional assessment score of 70% will apply to this contract.**
- (i) **Proof of registration and good standing with the Construction Industry Development Board.**
- (j) A valid SARS Tax compliance Status pin may be requested to verify tax status.
- (k) Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- (l) The National Treasury Central Supplier Database Summary report must be submitted.
- (m) In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- (n) The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- (o) The validity period for submission must be 90 days from the closing date.
- (p) Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Enquiries relating to this tender must be submitted in writing via e-mail to [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za) and copied to [melsgerber@kouga.gov.za](mailto:melsgerber@kouga.gov.za).

Completed documents in a sealed envelope endorsed: **"NOTICE NO: 96/2024: CONSTRUCTION OF CIVIL SERVICES FOR 220 ERVEN IN DONKERHOEK, HUMANSDORP"** must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **Monday, 13 May 2024 at 12:00.**

**C. DU PLESSIS**  
**MUNICIPAL MANAGER**

P.O. Box 21  
JEFFREYS BAY  
6330

For Placement: The Herald – 26 April 2024

Municipal Website/ Municipal Notice Boards in all offices/areas – 26 April 2024

## T1.2: TENDER DATA

This Tender is subjected to the following:

- a) Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019(see [www.cidb.org.za](http://www.cidb.org.za)).
- b) Occupational Health and Safety Act, 85 of 1993
- c) Regulations of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005)
- d) Regulations of the Local Government Municipal Systems Act, 32 of 2000
- e) Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000
- f) Promotion of Access to Information Act, 2 of 2000

The aforementioned documents can be made available to potential bidders as “**VOLUME 2 – TENDER DATA GUIDELINE DOCUMENTS**”, on request.

### **T 1.2.1 Standard Conditions of Tender**

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.

“Bid” should read “tender”, and vice versa, throughout the document – implying both words have the same meaning.

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 Kouga Local Municipality***

#### ***F.1.2: Tender Documents:***

*Add the following:*

The following documents form part of this tender: **INSERT CONTENTS PAGE HERE**

**VOLUME 2:** TENDER DATA GUIDELINE DOCUMENTS

Volumes 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The Tender Documents issued by the Employer comprise:

### **F.1.3 Interpretation**

*Delete the clause and replace with the following:* These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

### **F.1.4 Communication and Employer's Agent**

*Delete the first sentence of the clause and replace with the following:* Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

### **F.1.5 Cancellation and Re-Invitation of Tenders**

*Delete the full stop at the end of F.1.5.1 c) and replace with, or Add the following after F.1.5.1 c):* there is a material irregularity in the tender process.

#### **F.1.6.2 Competitive negotiation procedure**

Amende clause F.1.6.2.1: A competitive negotiation procedure will not be followed.

#### **F.1.6.3 Proposal procedure using the two-stage system**

*Note the following:* A two-stage system will not be followed.

### **F.2.1 Eligibility**

Delete the heading Eligibility and Replace with **Responsiveness** Criteria

F2.1.1: Delete the clause and replace with the following: Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after F.2.1.2.:

- i. Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.
- ii. Only those tenders that satisfy the following criteria will be declared responsive:
  - a) Construction Industry Development Board (CIDB) Registration  
Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, 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 SB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.
  - b) Joint Ventures are eligible to submit tenders provided that:
    - (i) every member of the joint venture is registered with an active status with the CIDB.

- (ii) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work: and
  - (iii) 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 3CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
  - (iv) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 2 CE PE in the tender value range in terms of Regulation 25.(8).
- iii. Only those tenders that are compliant with requirements of Kouga Local Municipality's SCM Policy and procedures with the requirements below will be declared responsive:
  - a) Full name of entity submitting tender to be provided.
  - b) Identification number or company or other registration number to be provided.
  - c) Tax reference number to be provided.
  - d) VAT registration number to be provided.
  - e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
  - f) A copy of the partnership / joint venture / consortium agreement to be provided.
  - g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
  - h) A completed Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
  - i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
  - j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
  - k) The tenderer's tax matters with SARS are in order.
  - l) The tenderer is not an advisor or consultant contracted with the Employer.
  - m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.
- iv. Compulsory clarification meeting
 

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information. Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.
- v. Good standing with Bargaining Council
 

Only those tenders submitted by tenderers who are in good standing with the Bargaining Council for the Civil Engineering Industry (BCCEI) at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 1M of the Returnable Schedules.

### **F.2.3 Check documents**

*Delete the clause and replace with the following:* The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer at once of any such problems identified.

### **F.2.8 Seek Clarification**

*Add the following after the first sentence:* The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

### **F.2.12 Alternative tender offers**

*Add the following at the end of the first sentence:* F.2.12.1: If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

*Add the following to F.2.12.2 at the end of the first sentence:* An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

### **F.2.13 Submitting a tender offer**

*Add the following to F.2.13.1 at the end of the first sentence:* Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3 at the end of the first sentence: Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to F.2.13.5 at the end of the first sentence: The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

|                                |                                                                                                                                             |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employer:</b>               | Kouga Local Municipality.                                                                                                                   |
| <b>Physical address:</b>       | 16 Woltemade Street, Jeffreys Bay.                                                                                                          |
| <b>Identification details:</b> | <b>Bid Number: 96/2024</b>                                                                                                                  |
|                                | <b>Title of Contract:</b>                                                                                                                   |
|                                | <b>CONSTRUCTION OF CIVIL SERVICES IN DONKERHOEK,<br/>HUMANSDORP – GRAVEL STREETS AND BULK &amp; INTERNAL WATER<br/>RETICULATION NETWORK</b> |

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 96/2024: CONSTRUCTION OF CIVIL SERVICES IN DONKERHOEK, HUMANSDORP – GRAVEL STREETS AND BULK & INTERNAL WATER RETICULATION NETWORK**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6: A two-envelope procedure will **not** be followed .

Add the following after F.2.13.9: By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

Add F.2.13.10 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

### **F.2.15 Closing time**

Add the following to C.2.15.1 after the first sentence: F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

### **F.2.16 Tender offer validity**

Add the following to F.2.16.1 after the first sentence: The tender offer validity period is **(90 calendar days)**.

F.2.16.2 *Delete the clause and replace with the following:* Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

#### **F.2.17 Clarification of tender offer after submission**

*Add the following to F.2.17 at the end of the third sentence:* A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

#### **F.2.18 Provide other material**

*Delete the following word in F.2.18.1:* notarized

*Add the following to F.2.18.1 at the end of the first paragraph:* Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

*Add the following after F.2.18.2:* Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer. Failure to fully cooperate could result in a tender being declared as non-responsive.

#### **F.2.23 Certificates**

*Add the following after the first sentence:* The tenderer is required to submit the following:

##### **F.2.23.1 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

##### **F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry,

to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector** unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

*Add the follow new clause after F.2.23.2:* F.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled Proposed Deviations and Qualifications by Tenderer in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled Proposed Deviations and Qualifications by Tenderer or not.

### **F.3 The Employer's undertakings**

F.3.2. Issue Addenda: Delete the words "three days" from the first sentence and replace with: "Five working days where possible".

Add the following to F.3.2. at the end of the paragraph: Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

#### **F.3.4 Opening of tender submissions**

Add the following to F.3.4.2 at the end of the paragraph: The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

#### **F.3.8 Test for responsiveness**

F.3.8.2 Delete par C.3.8.2 (c) and replace the final sentence of C.3.8.2 with the following: Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause F.3.8.2: F.3.8.3: The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

#### **F.3.9 Arithmetical errors, omissions, and discrepancies**

Add the following after clause F.3.9.2: F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates

or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause. Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

#### **F.3.10 Clarification of a tender offer**

Delete the clause and replace with the following: The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

#### **1.2.2 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

**In this regard the Tenderer shall submit with his tender or upon request, a Health and Safety Plan in in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C1.4 Health and Safety Specifications for the works detailed in Part C3 Scope of works.**

#### **1.2.3 Local Government: Municipal Finance Management Act (Act 56 of 2003)**

##### **49. Objections and Complaints**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

All requests referring to the above must be submitted in writing to:

***“The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330”***

#### **1.2.4 Local Government Municipal Systems Act, 32 of 2000**

##### **62. Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision.
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision

#### **1.2.5 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

### **1.2.6. Promotion of Access to Information Act, 2 of 2000**

All requests referring to Chapter 3, Clause 18 regarding access to information; reasons must be submitted in writing to:

***“The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330”***

### **1.2.7 Kouga Local Municipality Supplier Database Registration**

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. 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 Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

### **1.2.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. 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 National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

### **1.2.9 Minimum score for functionality compliance**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

| <b>CRITERIA</b>                       | <b>APPLICATION OF THE CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                       | <b>WEIGHT/100</b>                                                                   |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Company Experience<br><br>Schedule 1H | Demonstrated experience of the tendering entity with respect to <u>comparable projects</u> by completing each row in the Returnable Schedule of work experience in full. <ul style="list-style-type: none"><li>• 4 x completed projects &gt; R2m</li><li>• 3 x completed projects &gt; R2m</li><li>• 2 x completed projects &gt; R2m</li><li>• 1 x completed projects &gt; R2m</li></ul> | (Max 40 points)<br><br>40 points<br>30 points<br>20 points<br>10 points             |
| Key Personnel<br><br>Schedule P-1     | <b>Contracts Manager</b><br>Built / Civil Environment Qualification:<br>B Eng / BSc / B Tech<br>National Diploma<br>No Qualification (s) or CV attached<br><br>Relevant Experience: <ul style="list-style-type: none"><li>• 10+ years</li><li>• 6 – 10 years</li></ul>                                                                                                                   | (Max 10 points)<br><br>3 points<br>2 points<br>0 points<br><br>7 points<br>6 points |

|                                                 |                                                                                                                                                                                                                                                                                                                                         |                                                                                                         |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|                                                 | <ul style="list-style-type: none"> <li>• 3 – 5 years</li> <li>• 0 - 2 years</li> </ul>                                                                                                                                                                                                                                                  | 3 points<br>0 points                                                                                    |
| Key Personnel<br>Schedule P-2                   | <b>Construction Manager (Site Agent)</b><br>Built / Civil Environment Qualification:<br>B Eng / BSc / B Tech<br>National Diploma<br>No Qualification (s) or CV attached<br><br>Relevant Experience: <ul style="list-style-type: none"> <li>• 10+ years</li> <li>• 6 – 10 years</li> <li>• 3 – 5 years</li> <li>• 0 - 2 years</li> </ul> | (Max points) 10<br>3 points<br>2 points<br>0 points<br><br>7 points<br>6 points<br>2 points<br>0 points |
| Key Personnel<br>Schedule P-3                   | <b>General Foreman</b><br>Relevant Experience: <ul style="list-style-type: none"> <li>• 10+ years</li> <li>• 6 – 10 years</li> <li>• 3 – 5 years</li> <li>• 0 - 2 years</li> </ul>                                                                                                                                                      | (Max points) 10<br>10 points<br>8 points<br>5 points<br>0 points                                        |
| Key Personnel<br>Schedule P-4                   | <b>OH&amp;S Agent (SACMP Registered – Proof required)</b><br>Relevant Experience: <ul style="list-style-type: none"> <li>• 10+ years</li> <li>• 6 – 10 years</li> <li>• 3 – 5 years</li> <li>• 1 - 2 years</li> </ul>                                                                                                                   | (Max points) 10<br><br>5 points<br>4 points<br>3 points<br>1 point                                      |
| <b>Maximum possible score for Functionality</b> |                                                                                                                                                                                                                                                                                                                                         | <b>80</b>                                                                                               |

The minimum score for functionality is **70%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

# **TENDER**

## **PART 2 (OF 2): RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

**T2.2 Returnable Documents**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

The original completed tender document (refer clauses 3.2 and 4.13 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents, and schedules, as requested**.

**NOTE: The documents crossed out are not required for the Tender however the successful bidder will be required to submit them before an award will be made.**

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)**

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State – MBD 4
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises – MBD 8
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2001
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R10 million
- 1K Certificate of Independent Bid Determination – MBD 9
- 1L Proposed Amendments
- 1M Proof or Registration and good standing with the Civil Engineering Bargaining Council (BCCEI)
- 1N Proof or Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database
- 1P Available personnel for this project: Details of Experience and Qualifications for Construction Manager and OH&S Agent

### **2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)**

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Construction Equipment
- 3E Schedule of Proposed Subcontractors

### **4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Health and Safety Agreement
- C1.5 Disclosure Statement
- C1.6 Adjudication Board Member Agreement

|                                   |
|-----------------------------------|
| <b>T2.2: RETURNABLE DOCUMENTS</b> |
|-----------------------------------|

**NOTE:** Only those returnables required for the Tender submission have been included. All other returnables will be issued to the successful bidder and will require completion before the Contract will be awarded.

## 1A: STATUS OF CONCERN SUBMITTING TENDER

### 1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

### 2. Information to be provided (Attached to the tender)

| If the Tendering Entity is a: |                                                                                                                                                                                                               | Documentation to be submitted with the tender                                                                                                                                                                                                                                      |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                             | Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984                                                                                                                        | CIPRO CK1 or CK2 (Copies of the founding statement) and list of members                                                                                                                                                                                                            |
| 2                             | Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br><br>(Including Companies incorporated under Art 53 (b))                                                     | Copies of:<br><br>a) CIPRO CM 1 – Certificate of Incorporation<br>b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers<br>c) CIPRO CM 39 – Notice of Change of Directors for private companies<br>d) Shareholders Certificates of all Members of the Company. |
| 3                             | Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital | Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.                                                                                                                                                                   |
| 4                             | Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br><br>(Including Companies incorporated under Art 21)                                                          | A signed statement by the Company's Secretary confirming that the Company is a Public Company.<br><br>Copy of CM 29                                                                                                                                                                |
| 5                             | Sole Proprietary or a Partnership                                                                                                                                                                             | Certified Copy of the Identity Document of:<br>a) Such Sole Proprietary, or<br>b) Each of the Partners in the Partnership<br><br>Copy of the Partnership agreement                                                                                                                 |

| If the Tendering Entity is a: |               | Documentation to be submitted with the tender                                                                                                                                                                                                                                                                    |
|-------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6                             | Co-operative  | <p>CIPRO CR 2 – Copies of Company registration document.</p> <p>(The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).</p> |
| 7                             | Joint Venture | <p>All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement.</p> <p>(The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).</p>                                |

**Note:**

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

**3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO: .....

### 1B: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| A<br>Company | B<br>Partnership | C<br>Joint Venture /<br>Consortium | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|------------------------------------|----------------------|------------------------|
|              |                  |                                    |                      |                        |

#### A Certificate for Company

I, ....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., \* Mr / Ms ..... acting in the capacity of ..... and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

#### As witnesses:

1. .... Chairman: .....
2. .... Date: .....

| NAME | CAPACITY | SIGNATURE |
|------|----------|-----------|
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |

#### Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ....., hereby authorize \* Mr / Ms ....., acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

### Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a \* Joint Venture / Consortium and hereby authorise \* Mr / Ms ....., acting in the capacity of lead partner, and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the \* Joint Venture / Consortium.

| NAME OF FIRM    | ADDRESS | % OF CONTRACT VALUE | AUTHORISING SIGNATURE, NAME AND CAPACITY |
|-----------------|---------|---------------------|------------------------------------------|
| (Lead Partner): |         |                     |                                          |
|                 |         |                     |                                          |
|                 |         |                     |                                          |
|                 |         |                     |                                          |
|                 |         |                     |                                          |
|                 |         |                     |                                          |

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**D Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Signature: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....

hereby authorize \* Mr / Mrs ....., acting in the capacity of ....., to sign all documents in connection with this tender and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

|                                                        |
|--------------------------------------------------------|
| 1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING |
|--------------------------------------------------------|

This is to certify that

..... (Tenderer)

of

.....  
..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at  
..... (location) on  
..... (date), starting at ..... (time).

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

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

**1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE**

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

**YES / NO (INDICATE)**

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

**YES / NO (INDICATE)**

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## 1E: 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 OF 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"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <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 an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the board of directors of any 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 1 of 1999) |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

| 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 of 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 been in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <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 1 of 1999) |
| <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                   |                                                                                                                                                                                                                     |

| 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) authorizes 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 of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

## 1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

| ITEM | QUESTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | RESPONSE |    |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|
| 4.1  | <b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b><br><br>(Companies for 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)<br><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) | Yes      | No |
|      | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |    |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |    |
| 4.2  | <b>Is the Tenderer 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, 2004 (Act 12 of 2004)?</b><br><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)                                  | Yes      | No |
|      | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |    |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |    |
| 4.3  | <b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>                                                                                                                                                                                                                                                                                                                                 | Yes      | No |
|      | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |    |

| ITEM | QUESTION                                                                                                                                                                                                                                    | RESPONSE |    |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|
|      |                                                                                                                                                                                                                                             |          |    |
| 4.4  | <b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>                     | Yes      | No |
|      | If so, furnish particulars:                                                                                                                                                                                                                 |          |    |
| 4.5  | <b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b> | Yes      | No |
|      | If so, furnish particulars:                                                                                                                                                                                                                 |          |    |

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1G: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### **1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of Points for Preference (80/20)</b> | <b>Number of Points for Preference (90/10)</b> |
|-------------------------------------------|------------------------------------------------|------------------------------------------------|
| 1                                         | 10                                             | 5                                              |
| 2                                         | 8                                              | 4                                              |
| 3                                         | 6                                              | 3                                              |
| 4                                         | 4                                              | 2                                              |
| 5                                         | 3                                              | 1                                              |
| 6                                         | 2                                              | 1                                              |
| 7                                         | 2                                              | 1                                              |
| 8                                         | 2                                              | 1                                              |
| Non-compliant contributor                 | 0                                              | 0                                              |

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                           | POINTS |
|-------------------------------------------|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

#### SPECIFIC GOALS

| No | Specific Goals Categories      | Max points allocation | Evaluation Indicators                                                                                                                                                                            |
|----|--------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | B-BBE Status Level Contributor | 10                    | As for B-BBEE points allocation table above.                                                                                                                                                     |
| 2  |                                | 10                    | <b>10 Points-</b> Located within the boundaries of Sarah Baartman District Municipality<br><b>6 Points-</b> Located within the boundaries of the Eastern Cape<br><b>2 Point-</b> In South Africa |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of **similar work** successfully executed by myself/ourselves:

| Employer, Contact Person and Telephone Number | Description of Contract | Value of Work Inclusive of VAT (Rand) | Date Completed (State current if not yet complete) |
|-----------------------------------------------|-------------------------|---------------------------------------|----------------------------------------------------|
|                                               |                         |                                       |                                                    |
|                                               |                         |                                       |                                                    |
|                                               |                         |                                       |                                                    |
|                                               |                         |                                       |                                                    |
|                                               |                         |                                       |                                                    |

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

| Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity | Title of contract for the service | Value of Work Inclusive of VAT (Rand) | Date Completed (State current if not yet complete) |
|---------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------|----------------------------------------------------|
|                                                                                                         |                                   |                                       |                                                    |
|                                                                                                         |                                   |                                       |                                                    |
|                                                                                                         |                                   |                                       |                                                    |
|                                                                                                         |                                   |                                       |                                                    |
|                                                                                                         |                                   |                                       |                                                    |
| Any material non-compliance or dispute concerning the execution of any of these contracts?              |                                   | Yes                                   | No                                                 |
| If so, furnish particulars:                                                                             |                                   |                                       |                                                    |

| Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity | Title of contract for the service | Value of Work Inclusive of VAT (Rand) | Date Completed (State current if not yet complete) |
|---------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------|----------------------------------------------------|
|                                                                                                         |                                   |                                       |                                                    |

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 10 MILLION**

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:
- for the past three years; or
  - since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:
- for the past three years; or
  - since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

.....

.....

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                                                         |
|---------------------------------------------------------|
| <b>1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b> |
|---------------------------------------------------------|

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Municipality / Municipal Entity)

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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\* 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.

**\* 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                                |
|--------------------------------|
| <b>1L: PROPOSED AMENDMENTS</b> |
|--------------------------------|

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

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

| Page Number | Clause / Item | Proposal |
|-------------|---------------|----------|
|             |               |          |

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1M :**

**PROOF OF REGISTRATION WITH THE CIVIL ENGINEERING BARGAINING COUNCIL**

Tenderers must attach to this page, proof of registration and good standing with the Civil Engineering Bargaining Council (BCCEI). In the case of Joint Ventures, proof must be provided for each partner.

**1N :**

**PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

|             |                                                                       |
|-------------|-----------------------------------------------------------------------|
| <b>10 :</b> | <b>PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)</b> |
|-------------|-----------------------------------------------------------------------|

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

**1P : DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER, CONSTRUCTION MANAGER (SITE AGENT), GENERAL FOREMAN AND OH&S AGENT**

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contract Manager, the Construction Manager (Site Agent), General Foreman and the OHS Safety Officer Experience in work of a similar nature to that for which their Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

**Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive.**

| <b>RETURNABLE<br/>SCHEDULE P-1</b><br><br><b>CONTRACTS<br/>MANAGER</b> | NAME & SURNAME : .....<br>YEARS ACCRUED RELEVANT EXPERIENCE : .....<br>QUALIFICATIONS : ..... |                      |                                   |                           |                                                                                               |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------|-----------------------------------|---------------------------|-----------------------------------------------------------------------------------------------|
| <b>CONTRACT &amp;<br/>CLIENT</b>                                       | <b>NATURE OF WORK</b>                                                                         | <b>POSITION HELD</b> | <b>VALUE OF<br/>WORK<br/>R(m)</b> | <b>DATE<br/>COMPLETED</b> | <b>EMPLOYER AND<br/>CONSULTING<br/>ENGINEER</b><br><br><b>(NAME, TEL No.<br/>AND FAX No.)</b> |
|                                                                        |                                                                                               |                      |                                   |                           |                                                                                               |

**NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

|                                                                                            |                                           |                      |                                   |                           |                                                                                       |
|--------------------------------------------------------------------------------------------|-------------------------------------------|----------------------|-----------------------------------|---------------------------|---------------------------------------------------------------------------------------|
| <b>RETURNABLE<br/>SCHEDULE P-2</b><br><br><b>CONSTRUCTION<br/>MANAGER<br/>(SITE AGENT)</b> | NAME & SURNAME : .....                    |                      |                                   |                           |                                                                                       |
|                                                                                            | YEARS ACCRUED RELEVANT EXPERIENCE : ..... |                      |                                   |                           |                                                                                       |
|                                                                                            | QUALIFICATIONS : .....                    |                      |                                   |                           |                                                                                       |
| <b>CONTRACT &amp; CLIENT</b>                                                               | <b>NATURE OF WORK</b>                     | <b>POSITION HELD</b> | <b>VALUE OF<br/>WORK<br/>R(m)</b> | <b>DATE<br/>COMPLETED</b> | <b>EMPLOYER AND<br/>CONSULTING<br/>ENGINEER</b><br><br>(NAME, TEL No.<br>AND FAX No.) |
|                                                                                            |                                           |                      |                                   |                           |                                                                                       |

**NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

| <b>RETURNABLE<br/>SCHEDULE P-3</b><br><br><b>GENERAL<br/>FOREMAN</b> | NAME & SURNAME : .....<br>YEARS ACCRUED RELEVANT EXPERIENCE : .....<br>QUALIFICATIONS : ..... |                      |                                   |                           |                                                                                       |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------|-----------------------------------|---------------------------|---------------------------------------------------------------------------------------|
| <b>CONTRACT &amp;<br/>CLIENT</b>                                     | <b>NATURE OF WORK</b>                                                                         | <b>POSITION HELD</b> | <b>VALUE OF<br/>WORK<br/>R(m)</b> | <b>DATE<br/>COMPLETED</b> | <b>EMPLOYER AND<br/>CONSULTING<br/>ENGINEER</b><br><br>(NAME, TEL No.<br>AND FAX No.) |
|                                                                      |                                                                                               |                      |                                   |                           |                                                                                       |

**NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

| <b>RETURNABLE<br/>SCHEDULE P-4</b><br><br><b>OHS SAFETY<br/>OFFICER</b> | NAME & SURNAME : .....<br>YEARS ACCRUED EXPERIENCE AS <b>OHS SAFETY OFFICER</b> : .....<br>QUALIFICATIONS : .....<br>SACPMP REGISTRATION NO : ..... |                      |                                   |                           |                                                                                          |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------|---------------------------|------------------------------------------------------------------------------------------|
| <b>CONTRACT &amp;<br/>CLIENT</b>                                        | <b>NATURE OF WORK</b>                                                                                                                               | <b>POSITION HELD</b> | <b>VALUE OF<br/>WORK<br/>R(m)</b> | <b>DATE<br/>COMPLETED</b> | <b>EMPLOYER AND<br/>CONSULTING<br/>ENGINEER<br/><br/>(NAME, TEL No.<br/>AND FAX No.)</b> |
|                                                                         |                                                                                                                                                     |                      |                                   |                           |                                                                                          |

**NOTE : Attach CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

**T2.2: RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

## 2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the 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](http://www.sars.gov.za)

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](http://www.sars.gov.za)

|                                                    |
|----------------------------------------------------|
| <b>2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE</b> |
|----------------------------------------------------|

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality  
33 Da Gama Road  
Jeffreys Bay.

***Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.***

## 2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page 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.

Bidders other than EMEs shall submit and attach to this page 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.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**

### **3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

|                                                |
|------------------------------------------------|
| <b>3A RECORD OF ADDENDA TO TENDER DOCUMENT</b> |
|------------------------------------------------|

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| Addendum Number | Date | Title or Details |
|-----------------|------|------------------|
| 1               |      |                  |
| 2               |      |                  |
| 3               |      |                  |
| 4               |      |                  |
| 5               |      |                  |
| 6               |      |                  |
| 7               |      |                  |
| 8               |      |                  |
| 9               |      |                  |
| 10              |      |                  |

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

### 3B: PERSONNEL SCHEDULE

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

| JOB DESCRIPTION    | NON-LOCAL<br>(Key Personnel)<br>(Permanently employed by Contractor) | LOCAL |     |       |      |
|--------------------|----------------------------------------------------------------------|-------|-----|-------|------|
|                    |                                                                      | Women | Men | Youth | SMME |
| Contract Manager** |                                                                      |       |     |       |      |
| Site Agent**       |                                                                      |       |     |       |      |
| Quantity Surveyor  |                                                                      |       |     |       |      |
| Surveyors          |                                                                      |       |     |       |      |
| General Foreman    |                                                                      |       |     |       |      |
| Foremen            |                                                                      |       |     |       |      |
| Operators          |                                                                      |       |     |       |      |
| Bricklayers        |                                                                      |       |     |       |      |
| Carpenters         |                                                                      |       |     |       |      |
| Mechanics          |                                                                      |       |     |       |      |
| Electricians       |                                                                      |       |     |       |      |
| Watchmen           |                                                                      |       |     |       |      |
| Gang Bosses        |                                                                      |       |     |       |      |
| Pipe Layers        |                                                                      |       |     |       |      |
| Labourers          |                                                                      |       |     |       |      |
| * Other            |                                                                      |       |     |       |      |
| Total              |                                                                      |       |     |       |      |

\* To be filled in / completed by tenderer.

**The CV's of the Contracts Manager and Site Agent must be attached, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted.**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of Regulation 4(3) 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.

Tenderers shall answer the questions below:

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. Indicate which approach shall be employed 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:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... |  |

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. List 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 Bill 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     |  |

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

1. .... ID NO: .....  
(Name in Print):

2. .... ID NO: .....  
(Name in Print):

### 3D: SCHEDULE OF CONSTRUCTION EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for use on this Contract should my / our tender be accepted.

| Quantity | Description, Size, Capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

- (b) Details of major equipment that will be **hired in**, or acquired, for use on the Contract should my / our tender be accepted.

| Quantity | Description, Size, Capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**3E: SCHEDULE OF PROPOSED SUBCONTRACTORS – IF APPLICABLE**

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

| <b>Name and Address of Proposed Subcontractor</b> | <b>Nature and Extent of Work</b> | <b>Previous Experience with Subcontractor</b> |
|---------------------------------------------------|----------------------------------|-----------------------------------------------|
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |
|                                                   |                                  |                                               |

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# CONTRACT

## PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1**      **Form of Offer and Acceptance**
- C1.2**      **Contract Data**
- C1.3**      **Form of Guarantee**
- C1.4**      **Health and Safety Agreement**
- C1.5**      **Disclosure Statement**
- C1.6**      **Adjudication Board Member Agreement**

## C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

### 1. OFFER

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

#### **TENDER FOR CONSTRUCTION OF CIVIL SERVICES FOR 220 ERVEN IN DONKERHOEK, HUMANSDORP**

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 terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer**:

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

.....  
.....  
.....  
.....  
.....

Signature and Name of Witness:

.....  
Signature  
.....  
Name

Date: .....

2. 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 the above listed Parts.**

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

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (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 the 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 (5) 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.

For the **Employer**:

.....  
Signature  
.....  
Name  
.....  
Capacity

Name and Address of Organisation:

.....  
.....  
.....  
.....

Signature and Name of Witness:

.....  
Signature  
.....  
Name

Date: .....

3. 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 it is agreed by the Parties becomes an obligation of the contract, 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: .....

7.

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 changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

| For the Tenderer:                |                   | For the Employer:                |
|----------------------------------|-------------------|----------------------------------|
| .....                            | Signature         | .....                            |
| .....                            | Name              | .....                            |
| .....                            | Capacity          | .....                            |
| Name and Address of Organisation |                   | Name and Address of Organisation |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            |                   | .....                            |
| .....                            | Witness Signature | .....                            |
| .....                            | Witness Name      | .....                            |
| .....                            | Date              | .....                            |

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Contractor), identified on 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

## C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineers (SAICE), Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.

(Tel: 011 – 055 947).

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

| Clause   | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.13 | The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.1.1.14 | The time for achieving Practical Completion is <b>3 months</b> , calculated from the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1.1.15 | The Employer is the Kouga Local Municipality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.1.1.16 | The Employer's Agent is represented by an employee duly authorised thereto in writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.1.1.26 | The Pricing Strategy is: <b>Re-measurable Contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.2.1.2  | <p>The Employer's address for receipt of communications is:</p> <p>33 Da Gama Road</p> <p>Jeffreys Bay</p> <p>Postal Address:</p> <p>P O Box 21</p> <p>Jeffrey Bay</p> <p>6330</p> <p>Telephone: 042 200 2200</p> <p>Facsimile: infrastructuretenders@kouga.gov.za</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4.3.1    | <p><b>Add the following</b> to the clause:</p> <p>"For conventional construction works the CIVIL Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time.</p> <p>CIVIL Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers."</p> <p>"The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> |
| 4.3      | Add the following at the end of Clause 4.3:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| Clause | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|        | <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after <b>the Commencement Date</b> and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." </li></ul> |
| 5.3.1  | <p>The documentation required before the commencement of the Works is:</p> <ul style="list-style-type: none"> <li>(i) Health and Safety Plan (Refer Clause 4.3)<br/>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</li> <li>(ii) Initial Programme (Refer Clause 5.6)<br/>The Contractor shall deliver his Initial Programme of carrying out the Works.</li> <li>(iii) Security (Refer Clause 6.2)<br/>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee,</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| Clause   | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|          | <p>in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>(iv) Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that:</p> <ul style="list-style-type: none"> <li>a) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and,</li> <li>b) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and,</li> <li>c) the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and,</li> <li>d) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be." </li></ul> |
| 5.3.2    | The documentation shall be submitted within 14 days from the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3.3    | <p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"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 2014 and complied with the initial requirements thereof."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5.4.1    | <p>Between the wording "... Site," and "the location ...." In the third line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.4.2    | Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5.6.1    | The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.8.1    | <p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC.</p> <p>The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.8.3    | <p>Add the following new Clause:</p> <p>"5.8.3</p> <p>The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.12.2.2 | <p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Clause   | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|          | <p>it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition.</p> <p>Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows:</p> <ul style="list-style-type: none"> <li>• 3 working days per month for the months of May to October</li> <li>• 2 working days per month for the months of November to April</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p> |
| 5.12.2.4 | In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5.12.3   | Delete the entire subclause 5.12.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5.12.5   | <p><b>Add the following</b> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.13.1   | The penalty for failing to complete the Works is R5 000 per day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5.14.1   | The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5.14.2   | <p>Issue of Certificate of Practical Completion</p> <p>Replace "the Employer's Agent" in the second line with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.14.4   | <p>Add the following to Clause 5.14.4:</p> <p>"The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.</p> <p>Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.14.5.5 | <p>Delete the contents of Clause 5.14.5.5 and replace with:</p> <p>"Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Clause    | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 5.16.3    | The latent defect period is 10 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.2.1     | <p>Replace the wording “as selected” in Clause 6.2.1 with “as stated”.</p> <p>The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> <li>• a Performance Guarantee of <b>ten per cent (10%)</b> of the Contract Sum, plus</li> <li>• Retention Money amounting to <b>five per cent (5%)</b> of the Contract Price.</li> </ul> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted.</p> <p>The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data</p> <p>The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.</p> |
| 6.2.2     | <p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.2.3     | <p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>“The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.5.1.2.3 | The percentage allowance shall be seven percent (7%).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.8.2     | Contract Price adjustment will not be applicable to this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.8.3     | Price adjustments for variations in the costs of special materials are <b>not</b> allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.10.1    | In subclause 6.10.1 delete "monthly".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.10.1.5  | The percentage advance on materials on site not yet built into the Permanent Works is 80%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.10.1.9  | <p><u>Add the following new clause:</u></p> <p>“The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix B, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5<sup>th</sup> working day of the subsequent month to the reporting month.”</p>                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.10.3    | <p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>“Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.”</p> <p>The percentage retention shall be ten per cent (10%) and the “Limit of retention money” shall be five</p>                                                                                                                                                                                                                                                                                                                                                                                              |

| Clause       | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|              | per cent (5%) of the Contract Price, excluding Value Added Tax.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.10.4       | <b>Replace</b> the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.10.6.2     | <b>Replace</b> the contents of Clause 6.10.6.2 with the following:<br>"No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.11.1       | Delete this clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.8          | The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7.2.1        | Add the following at the end of Clause 7.2.1:<br>"Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7.8.1        | In subclause 7.8.1 delete the following:<br>"(fair wear and tear excepted)"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7.8.2.2      | In sub-subclause 7.8.2.2 add the following:<br>", subject to such work being done on a written instruction by the Employer's Agent."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.6<br>8.6.1 | <p><b><u>Delete Clause 8.6. and replace with the following:</u></b></p> <p>Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site</p> <p>⇒ Contract Works Insurance (including SASRIA Insurance) and</p> <p>⇒ Public Liability (Third Party) Insurance</p> <p>both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.</p> <p>The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:</p> <p><b><u>Section 1 – The Contract Works</u></b></p> <p>(a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.</p> <p>"Temporary Works" shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <p>(i) do not comprise mobile plant,</p> <p>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</p> |

| Clause | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|        | <p>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature,</p> <p>to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><b><u>Section 2 – Contract Liability</u></b></p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p><b>THE SUMS INSURED/LIMIT OF LIABILITY</b></p> <p><b>Section 1 – CONTRACT WORKS</b></p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss</p> <p><b>SECTION 2 - CONTRACT LIABILITY</b></p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p>The following Contracts are specifically included in the "blanket" cover arranged by the Contractor. The Contractor shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> <li>1. Any Contract with a Contract Price at award of over R100,000,000</li> <li>2. Any Contract with a construction period at award exceeding 24 months</li> <li>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</li> <li>4. Any Contract involving <ol style="list-style-type: none"> <li>4.1 Underground Mine or Colliery Working'</li> <li>4.2 Tunnelling</li> <li>4.3 Foul Berthing</li> <li>4.4 Stevedoring Work</li> <li>4.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water</li> </ol> </li> </ol> <p><b>THE DEDUCTIBLES</b></p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> |

| Clause | Description / Wording                             |                                      |            |                                   |            |                                   |
|--------|---------------------------------------------------|--------------------------------------|------------|-----------------------------------|------------|-----------------------------------|
|        | <b>(A) <u>STANDARD BUILDING CONTRACTS</u></b>     |                                      |            |                                   |            |                                   |
|        |                                                   | Description                          | Existing   |                                   | Renewal    |                                   |
|        |                                                   |                                      | Gross rate | Excess                            | Gross rate | Excess                            |
|        | A1                                                | Contract Value up to R10M            | 0.205%     | R 10,000                          | 0.205%     | R 10,000                          |
|        | 2                                                 | Contract Value above R10M up to R25M | 0.255%     | R15,000                           | 0.255%     | R15,000                           |
|        | 3                                                 | Contract Value above R25M            | 0.255%     | R25,000                           | 0.255%     | R25,000                           |
|        | <b>(B) <u>CIVIL &amp; ALL OTHER CONTRACTS</u></b> |                                      |            |                                   |            |                                   |
|        |                                                   | Description                          | Existing   |                                   | Renewal    |                                   |
|        |                                                   |                                      | Gross rate | Excess                            | Gross rate | Excess                            |
|        | B1                                                | Contract Value up to R1M             | 0.350%     | 0.25% of claim minimum<br>R10 000 | 0.350%     | R 10,000                          |
|        |                                                   | Canals/water channels & bridges      |            | R35,000                           |            |                                   |
|        | 2                                                 | Contract Value above R1M up to R5M   | 0.350%     | 0.25% of claim minimum<br>R20 000 | 0.350%     | 0.25% of claim minimum<br>R15,000 |
|        |                                                   | Canals/water channels & bridges      |            | R35,000                           |            | Minimum R35,000                   |
|        | 3                                                 | Contract Value above R5M             | 0.350%     | 0.25% of claim minimum<br>R50 000 | 0.350%     | 0.25% of claim minimum<br>R50,000 |
|        |                                                   | Canals/water channels & bridges      |            | R50,000                           |            |                                   |
|        | <b>(C) <u>LIABILITY RISKS</u></b>                 |                                      |            |                                   |            |                                   |
|        | Liability limit: R10,000,000                      |                                      |            |                                   |            |                                   |

| Clause | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                                                                                                                                             |            |                                                                                                                                                             |
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|        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Existing   |                                                                                                                                                             | Renewal    |                                                                                                                                                             |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Gross rate | Excess                                                                                                                                                      | Gross rate | Excess                                                                                                                                                      |
|        | All Contracts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.10%      | <b>R25,000</b> in respect of loss or damage caused by Fire and <b>damage to Underground Services.</b><br><br><b>R20,000</b> in respect of all other losses. | 0.15%      | <b>R25,000</b> in respect of loss or damage caused by Fire and <b>damage to Underground Services.</b><br><br><b>R10,000</b> in respect of all other losses. |
|        | <b>(D) <u>SASRIA</u></b><br>Rate : 1.00%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                                                                                                                                                             |            |                                                                                                                                                             |
| 8.6.2  | The Contractor will pay all premiums in connection with the insurance affected by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                                                                                                                                                             |            |                                                                                                                                                             |
| 8.6.3  | <p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall</p> <ul style="list-style-type: none"> <li>(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</li> <li>(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent;</li> <li>(c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</li> </ul> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p> |            |                                                                                                                                                             |            |                                                                                                                                                             |
| 8.6.4  | Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                                                                                                                                                             |            |                                                                                                                                                             |
| 8.6.5  | Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                                                                                                                                                             |            |                                                                                                                                                             |
| 8.6.6  | <p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</li> <li>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</li> </ul>                                                                                                                                                                                                                                                                                                                                                           |            |                                                                                                                                                             |            |                                                                                                                                                             |

| Clause | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> |
| 8.6.7  | These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.6.8  | The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8.6.9  | The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.6.10 | If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.6.11 | <p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p> <p>(b) Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9.1.4  | <p>Replace the contents of Clause 9.1.4 with the following:</p> <p>"Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the</p>                                                                                                                                                                                                                                                                                                                 |

| Clause | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p> |
| 10.3.2 | Dispute resolution shall be by amicable settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.5.1 | Dispute resolution shall be by ad-hoc adjudication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.5.3 | The number of Adjudication Board Members to be appointed is one (1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10.7.1 | The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.11  | <p>Add the following additional clause:</p> <p><b>"Details to be confidential</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>                                                                                                                                                |

PART 2: DATA PROVIDED BY THE CONTRACTOR

| Clause  | Description / Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.9 | <div>The Contractor is:</div> <div></div> <div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.2.1.2 | <div>The Contractor's address for receipt of communications and notices is:</div> <div><div>Address (Postal):</div><div></div><div></div><div></div><div></div></div> <div><div>Address (Physical):</div><div></div><div></div><div></div><div></div></div> <div><div>Telephone Number (Work):</div><div></div></div> <div><div>Telephone Number (After Hours):</div><div></div></div> <div><div>Facsimile Number:</div><div></div></div> <div><div>Electronic Mail Address (E-mail):</div><div></div></div> |

PRO FORMA  
PERFORMANCE GUARANTEE

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employers Agent" 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: .....

"Expiry Date": This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

**CONTRACT DETAILS**

Employers Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of 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 date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employers Agent and / or the Employer shall inform 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 Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven 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 zero percent (0%) interest.
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) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4: HEALTH AND SAFETY AGREEMENT**

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)**

**BETWEEN**

**THE KOUGA LOCAL MUNICIPALITY**  
(Hereinafter referred to as the "EMPLOYER")

**AND**

.....  
.....  
.....

Herein represented by ..... in his/her capacity as  
....., duly authorised by virtue of a resolution dated  
....., attached hereto as Annexure A, of the said  
(Herein after referred to as the "CONTRACTOR")

**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

.....  
.....  
.....

Contract number: .....

**AND WHEREAS** section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

**NOW THEREFORE** the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

**for and on behalf of the Contractor:**

.....

.....

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date: .....

for and on behalf of the Employer:

Signature of authorized agent: .....

Name of authorized agent: .....

Capacity of authorized agent: .....

for the Employer:

**KOUGA LOCAL MUNICIPALITY**  
**P O Box 21**  
**Jeffreys Bay**  
**6330**

Witness:

.....  
(Full name in block letters as well as signature)

.....  
(Signature)

Date: .....

|                                   |
|-----------------------------------|
| <b>C1.5: DISCLOSURE STATEMENT</b> |
|-----------------------------------|

**PRO FORMA  
DISCLOSURE STATEMENT**

Date: .....

Contract: .....  
(Name)

Contractor: .....  
(Name)

Employer: .....  
(Name)

Employers Agent: .....  
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full: .....

Signature: .....

|                                           |
|-------------------------------------------|
| C1.6: ADJUDICATION BOARD MEMBER AGREEMENT |
|-------------------------------------------|

**PRO FORMA  
ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

**Adjudication Board Member:** .....

Name: .....

Physical Address: .....

Postal Address: .....

E-mail Address: .....

Facsimile Number: .....

Telephone Number: .....

Mobile Number: .....

**Contractor:** .....

Name: .....

Physical Address: .....

Postal Address: .....

E-mail Address: .....

Facsimile Number: .....

Telephone Number: .....

Mobile Number: .....

**Employer:** .....

Name: .....

Physical Address: .....

Postal Address: .....

E-mail Address: .....

Facsimile Number: .....

Telephone Number: .....

Mobile Number: .....

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for .....

..... (Name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2015 (GCC), must be referred to **ad-hoc / standing adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - a. A monthly retainer of ..... (amount) for ..... (number) of months, and/or
  - b. A daily fee of ..... (amount) based on a ..... (number) hour day, and/or
  - c. An hourly fee of ..... (amount), and/or
  - d. A non-recurrent appointment fee of ..... (amount) which shall be accounted for in the final sums payable
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor / Employer)** \* shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other party by half the amount so that fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at a prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: .....

Contractor's name: .....

Place: .....

Date: .....

Employer's signature: .....

Employer's name: .....

Place: .....

Date: .....

Adjudication Board Member's signature: .....

Adjudication Board Member's name: .....

Place: .....

Date: .....

**\* Delete the inapplicable party**

# CONTRACT

## PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities
- C2.3 Summary Page for Bill of Quantities

## C2.1: PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 Standardized Specifications".
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the "Reference Clause" or "Payment Refers" column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The ERVEN of measurement described in the Bill of Quantities are metric ERVEN. Abbreviations used in the Bill of Quantities are as follows:
- |                      |   |                       |           |   |                       |
|----------------------|---|-----------------------|-----------|---|-----------------------|
| mm                   | = | Millimetre            | h         | = | hour                  |
| m                    | = | Metre                 | kg        | = | kilogram              |
| km                   | = | kilometre             | t         | = | ton (1 000kg)         |
| m <sup>2</sup>       | = | square metre          | No        | = | Number                |
| m <sup>2</sup> .pass | = | square metre-pass     | Sum       | = | Lump Sum              |
| ha                   | = | hectare               | MN        | = | MegaNewton            |
| m <sup>3</sup>       | = | cubic metre           | MN.m      | = | MegaNewton-metre      |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | PC Sum    | = | Prime Cost Sum        |
| ℓ                    | = | Litre                 | Prov Sum  | = | Provisional Sum       |
| kℓ                   | = | kilolitre             | Lab.month | = | Labourer.Month        |
| MPa                  | = | Mega Pascal           | %         | = | per cent (percentage) |
| Mℓ                   | = | Mega litre            | kW        | = | kilowatt              |
- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

**NOTE: CORRECTION OF ENTRIES MADE BY TENDERER**

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

|                                 |
|---------------------------------|
| <b>C2.2: BILL OF QUANTITIES</b> |
|---------------------------------|

Bill of Quantities attached as **APPENDIX A**

## C2.3: SUMMARY OF THE BILL OF QUANTITIES

| SUMMARY PAGE OF BILL OF QUANTITIES |                                                                        |               |
|------------------------------------|------------------------------------------------------------------------|---------------|
| <u>Section No.</u>                 | <u>Description</u>                                                     | <u>Amount</u> |
| 1                                  | SANS 1200 A: GENERAL                                                   |               |
| 2                                  | SANS 1200 C: SITE CLEARANCE                                            |               |
| 3                                  | SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)                               |               |
| 4                                  | SANS 1200 DK: GABIONS AND PITCHING                                     |               |
| 5                                  | SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)                             |               |
| 6                                  | SANS 1200 L: MEDIUM-PRESSURE PIPELINES                                 |               |
| 7                                  | SANS 1200 LB: BEDDING (PIPES)                                          |               |
| 8                                  | SANS 1200 LE: STORMWATER DRAINAGE                                      |               |
| 9                                  | SANS 1200 MF: BASE                                                     |               |
|                                    |                                                                        |               |
|                                    | <b>SUB-TOTAL OF BILL OF QUANTITIES</b>                                 |               |
|                                    |                                                                        |               |
|                                    | Allow 15% Value Added Tax (VAT)                                        |               |
|                                    |                                                                        |               |
|                                    | <b>GROSS TOTAL OF TENDER (CARRIED TO FORM OF OFFER AND ACCEPTANCE)</b> |               |
|                                    |                                                                        |               |
|                                    |                                                                        |               |
|                                    |                                                                        |               |
|                                    | Signature of Tenderer: .....                                           |               |
|                                    |                                                                        |               |
|                                    | Date: .....                                                            |               |
|                                    |                                                                        |               |

### Notes:

- Contract Price is not subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
- The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name ..... Position .....

Tenderer .....

**CONTRACT**

**PART 3 (OF 4): SCOPE OF WORK**

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**

## C3.1: DESCRIPTION OF THE WORKS

### **STATUS**

In the event of any discrepancy between the Scope of Work and any part of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The Kouga Municipality invites suitably qualified and experienced Contractors to submit tenders for the:

- Construction of a Bulk Waterline (110mm, class 9 pipeline) from Gill Marcus Water Treatment Works to Donkerhoek Village (2km).
- Installation of an Internal Water Reticulations Network (combination of 75 and 50mm pipeline) with communal stand taps (no. 15) to service 220 stands.
- Any and all Valves specified in the Bill of Quantities.
- Construction of Civil Gravel Streets with compacted top layers and cost-effective stormwater management measures at critical points.

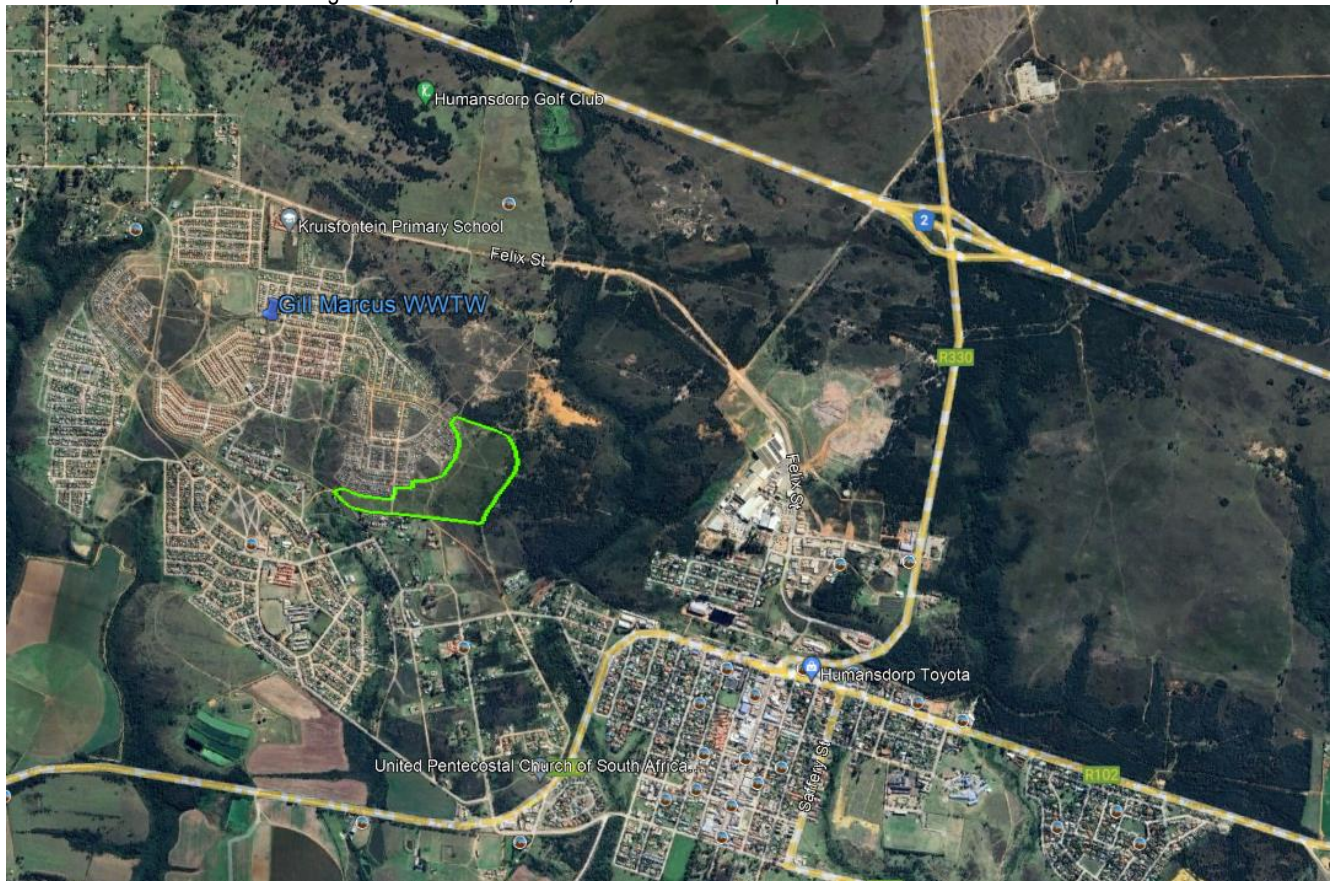
#### **C3.1.2 OVERVIEW OF THE WORKS**

#### **C3.1.3 EXTENT OF THE WORKS**

The scope of work listed above is not necessarily complete and shall not limit the work to be undertaken by the Contractor. For a more detailed description of the works, as well as estimated quantities associated with the respective activities, refer to the Tender Drawings and the Bill of Quantities.

#### **C3.1.4 LOCATION OF THE WORKS**

Donkerhoek is located within the greater Kruisfontein area, close to Humansdorp.





### **C3.1.5**            **TEMPORARY WORKS**

No temporary works are envisaged in the current design and planned execution of the works except if the Contractor wants to incorporate it as part of his work method. The Contractor's attention is however directed to:

- Locating, dealing with and protection of existing services.
- Dealing with and accommodation of traffic.
- The requirements, principals and responsibilities specified within the various specifications contained under the Contract Part 3: Scope of Work.

### **C3.1.6**            **EXISTING SERVICES**

The Contractor shall ensure that the position of all existing services affected by the works have been verified before construction works commences. The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any portion of the Works and shall exercise the greatest care when working in the vicinity of such services.

Should it be necessary to lower or relocate a service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to inform the engineer accordingly.

## C3.2: ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

#### Works designed by, per design stage:

|                                                    |            |
|----------------------------------------------------|------------|
| Concept, feasibility and overall process           | Employer   |
| Basic engineering layout to tender stage           | Employer'  |
| Temporary works                                    | Contractor |
| Preparation of as-built drawings & GIS information | Contractor |

### C3.2.2 DESIGN PROCEDURES

The Contractor shall take all statutory requirements, as well as the Site-Specific Health and Safety Specification and Basic Risk Assessment (refer to particular specification PB) into consideration when designing the Temporary Works.

### C3.2.3 DRAWINGS

The drawings are listed under **Appendix B**, which are bound at the back of the document.

### **C3.3.1 PREFERENTIAL PROCUREMENT**

#### **C3.3.1.1 Requirements**

Refer to Clauses 5.11.1, 5.11.7 and 5.11.8 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2011 (80/20 version) of the Tender Data.

#### **C3.3.1.2 Resources Standards pertaining to targeted procurement**

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses 5.11.7 and 5.11.8 of the Tender Data.

### **C3.3.2 SUBCONTRACTING**

#### **C3.3.2.1 Scope of mandatory subcontract works**

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) For any project < R 5M the Bidder may sub-contract what might be feasible
- b) R 2.5M >, but < R 5M requires Bidder to sub-contract 5% of the value of the project
- c) R 5M>, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- d) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- e) R 15 M>, but < R20 requires Bidder to sub-contract 20% of the value of the project
- f) R 20 M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- g) R 30 > requires Bidder to sub-contract 30% of the value of the project to EMEs QSE. The feasible work packages for subcontracting must be identified by the Project Manager or appointed PSP prior to advertisement.

The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service providers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

It is the Employer's intention for the Contractor to enter in a subcontract with a local Emerging Enterprise/s, where twenty five percent (25%) of the work shall be subcontracted in accordance with the subcontracting procedures referred to in this scope of work who are registered with the CIDB with a Contractor Grading Designation of 1-3 in an appropriate class of construction work.

#### **C3.3.2.2 Preferred subcontractors / suppliers**

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

### **C3.3.2.3 Subcontracting procedures**

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

### **C3.3.2.4 Attendance on subcontractors**

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil engineering infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

### **C3.3.3 SANCTIONS**

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) outcomes was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D-D_0)}{(100)} \times N_A$$

Where D = tendered Contractor participation goal percentage.

D<sub>0</sub> = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount of the Tender

P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

### **C3.3.4 MONITORING / REPORTING**

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;

b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

C3.3.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of

C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.

C3.3.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.

C3.3.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

### **C3.3.5 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs**

#### **(1) Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
- (b) closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

#### **(2) Quality of Work and Performance of EE subcontractors**

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

- (a) Acceptable standard of work as set out in the subcontract specifications.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above.

A copy of the letter of warning shall be forwarded to the Employer.

### **C3.3.6 ISSUING OF COMPLETION CERTIFICATE**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

### **C3.3.7 MEASUREMENT AND PAYMENT**

No direct payment will be made for the cost of dealing with EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

## C3.4: CONSTRUCTION

### C3.4.1 WORKS SPECIFICATION

#### C3.4.1.1 Applicable SANS standards

The applicable SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practice for use with standardised specifications for Civil Engineering Construction and Contract Documents will apply until such time as the SANS standards for civil engineering are finalised.

#### C3.4.1.2 Other standards

Not applicable.

#### C3.4.1.3 Applicable national and international standards

For the purpose of this Contract the latest issues of the following Standardized Specifications for Civil Engineering Construction, applicable at the date of the tender advertisement shall apply:

|   |                                            |
|---|--------------------------------------------|
| 1 | SANS 1200 A: GENERAL                       |
| 2 | SANS 1200 C: SITE CLEARANCE                |
| 3 | SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)   |
| 4 | SANS 1200 DK: GABIONS AND PITCHING         |
| 5 | SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE) |
| 6 | SANS 1200 L: MEDIUM-PRESSURE PIPELINES     |
| 7 | SANS 1200 LB: BEDDING (PIPES)              |
| 8 | SANS 1200 LE: STORMWATER DRAINAGE          |
| 9 | SANS 1200 MF: BASE                         |

Notes to tenderer:

- Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition will prevail.
- The term “project specifications” appearing in any of the SANS1200 standardised specifications must be replaced with the term “scope of work”.
- The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction Works (3<sup>rd</sup> Edition) 2015” published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the contract.
- The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.

The variations and additions to the specifications are listed in C3.4.11.

In addition, the following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also bound in the Scope of Work.

#### **C3.4.1.4 Particular/Generic Specifications**

The particular and/or generic specifications listed below are applicable to this contract. These specifications are also bound into this document.

|    |                                  |
|----|----------------------------------|
| PA | Environmental Management         |
| PD | Health and Safety Specifications |

#### **C3.4.1.5 Certification by recognised bodies**

Not applicable

#### **C3.4.1.6 Agreement certificates**

Not applicable.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

The Employer may supply plant or materials on this contract..

#### **C3.4.2.2 Materials, samples and shop drawings**

Materials or work, which does not conform to the approved samples submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Employer 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 test conducted by or on behalf of the Employer, 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 7.1 of the Conditions of Contract, be for the Contractor's account.

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### **C3.4.3.1 Requirements for equipment**

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No plant or equipment that leaks oil, fuel or hydraulic fluids may be used on site.

Any plant or equipment that, in the opinion of the Employer, is not of adequate size or fit for use shall be removed from the site and replaced with acceptable plant and equipment, all at the Contractor's cost.

#### **C3.4.3.2 Equipment provided by the Employer**

The Employer may supply some equipment.

### **C3.4.4 EXISTING SERVICES**

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services. The Contractor shall protect any services which are visible or can be reasonably expected to be in certain positions. If the Employer rules that the Contractor has negligently damaged services, the Contractor shall pay the amount certified by the Employer to the Employer. The Employer ruling shall be final.

If the Employer rules that the damage was not due to the Contractor's negligence, the Employer shall pay for the repair of the services so damaged. The responsibility shall remain with the Contractor to establish the position of existing services prior to commencing any excavation.

### **C3.4.5**     **SITE ESTABLISHMENT**

#### **C3.4.5.1**     **Location of site camp and materials storage area**

The Contractor shall establish his Site camp and materials storage area at a mutually acceptable location. Written confirmation of the owner's permission to occupy the chosen location shall also be issued to the Employer if it falls outside the bounds of the site.

The site of the camp must be kept clean and tidy, and on completion of the works the Contractor shall remove all temporary offices, sheds, etc. and shall reinstate the area to the Employer and/or the owner's satisfaction.

The Employer shall not provide any services to the site during construction.

#### **C3.4.5.2**     **Water Supply**

The Contractor shall make his own arrangements regarding the supply of 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 Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer, 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 Employer, 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 Employer, 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.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no separate or direct payment of any kind whatsoever will be made for any cost incurred to obtain, distribute, consume and use water or for the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

#### **C3.4.5.3**     **Power / Electricity Supply**

The Contractor shall make his own arrangements with the Electricity Department for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

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.

#### **C3.4.5.4 Sanitary facilities**

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, all to the satisfaction of the responsible health authorities in the area of the Site as well as the Employer.

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.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

#### **C3.4.5.5 Accommodation of employees**

The Contractor shall make his own arrangements for the accommodation of his employees. Where field accommodation is required, the Contractor shall comply fully with the wishes of the various landowners, as in their agreement with the Employer, to the satisfaction of both land owner and Employer.

### **C3.4.6 SITE USAGE**

Access to site shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer of any breach of such rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors log, and ensure full compliance with site safety standards.

### **C3.4.7 PERMITS AND WAY LEAVES**

The Employer is responsible for obtaining all necessary permits and way leaves from all relevant authorities.

### **C3.4.8 FACILITIES PROVIDED BY THE CONTRACTOR**

#### **C3.4.8.1 Sanitary facilities**

No latrines are available and therefore the Contractor shall supply portable chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use private or public toilet facilities.

The Contractor shall provide water and soap for his staff to be able to wash with at each site of the Works. The waste water shall be disposed of off-site.

#### **C3.4.8.2 Security on site**

The Contractor shall make provision for security on site against theft and robbery, as his sole responsibility. The cost for providing adequate security, as and when required, must be borne by the Contractor.

### **C3.4.9 FEATURES REQUIRING SPECIAL ATTENTION**

#### **C3.4.9.1 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.

#### **C3.4.9.2 Access to properties (where relevant)**

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 8.1.1 of the Conditions of Contract.

Where applicable and 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 above, the Contractor may, with the prior approval of the Employer (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.

#### **C3.4.9.3 Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 6.10 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 Employer, 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 Employer 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 Employer for the purposes of accurately reflecting the actual quantities and amounts which the Employer 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 Employer within three (3) normal workings days from the date on which the Employer communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer 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 Employer the requisite copies of the adjusted statement for the purposes of the Employer payment certificate will be added to the times allowed to the Employer in terms of Clause 6.10.4 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.

#### **C3.4.9.4 Notices, signs, barricades and advertisements**

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

The Employer 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.

#### **C3.4.9.5 Workmanship and quality control**

The Contractor and the Employer shall operate and maintain their own individual contract administration and quality assurance systems.

The Contractor shall implement his own Quality Assurance plan for executing the works for compliance with the aforementioned standards and specifications.

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 and mix designs 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 Employer for examination and measurement, the Contractor shall furnish the Employer with the results of the relevant tests, mix designs, measurements and levels to demonstrate the achievement of compliance with the Specifications.

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 Employer 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 Employer 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 Employer 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. Additional testing required by the Employer

In addition to the provisions of subclause C3.4.9.5 (i): Contractor to engage services of an independent laboratory, the Employer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.9.5 (i), at such times and at such locations in the Works as the Employer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer, and copies of the test results shall be promptly submitted to the Employer.

iii. Costs of testing

(a) Tests in terms of subclause C3.4.9.5 (i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.9.5 (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 C3.4.9.5 (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 Employer

The costs of any additional tests required by the Employer in terms of subclause C3.4.9.5 (i) Additional testing required by the Employer, 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 Employer, 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.

### **C3.4.9.6 Public Safety**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

### **C3.4.9.7 Sand and Dust Control**

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

### **C3.4.9.8 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 Employer, which approval shall not be unreasonably withheld.

### **C3.4.10      EXTENSION OF TIME DUE TO ABNORMAL RAINFALL**

A claim for extension of time in respect of delays suffered by the Contractor in consequence of abnormal wet climatic conditions will be considered by the Employer in terms of Clause 5.12 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by abnormal wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer, 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 of the Conditions of Contract has been brought to a halt.

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 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 Employer, granted in terms of Clause 5.8 of the Conditions of Contract.

The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for the total delay to work items on the critical path resulting from normal wet climatic conditions. The specified allowances for this Contract are defined in Clauses 24-26 of the Contract Data.

Extension of time, if granted by the Employer, 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 Clause 5.12 of the Contract Data.

In determining the revised Due Completion Date of the Contract, the Employer shall add the equivalent number of normal working days delay determined in accordance with this Clause and all intervening normal non-working days to the prevailing Due Completion Date.

### **C3.4.11      VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SABS 1200 Standardized Specifications referred to shall apply to this Contract (full specifications added below):

|   |                                            |
|---|--------------------------------------------|
| 1 | SANS 1200 A: GENERAL                       |
| 2 | SANS 1200 C: SITE CLEARANCE                |
| 3 | SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)   |
| 4 | SANS 1200 DK: GABIONS AND PITCHING         |
| 5 | SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE) |
| 6 | SANS 1200 L: MEDIUM-PRESSURE PIPELINES     |
| 7 | SANS 1200 LB: BEDDING (PIPES)              |
| 8 | SANS 1200 LE: STORMWATER DRAINAGE          |
| 9 | SANS 1200 MF: BASE                         |

The prefix "PS" indicates an amendment to SABS 1200. The prefix "PSA" indicates an amendment to SABS 1200 A, "PSDB" to SABS 1200 DB and so on. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

An asterisk (\*) placed next to a PS Subclause number denotes the inclusion of an additional Subclause for which no equivalent appears in SABS 1200.

The term "project specifications" appearing in any of the SABS 1200 Standardized specifications must be replaced with the term "Scope of Work".

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

**PSA**                      **GENERAL**  
**PSA 1**                   **SCOPE**

Replace the contents of Clause 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, insert the words: "the definitions given in the Conditions of Contract and" between the words "specification" and "the following".

a)                      General

Add the following definitions:

"General Conditions and Conditions of Contract.                      The General Conditions of Contract specified for use with this Contract as amended in the Contract Data.

Specified                      As specified in the Standardized Specifications, the Drawings or the Scope of Work. "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

Where applicable, materials shall bear an official standardization mark.

Add the following:

"Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or similar approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer."

"PSA 3.3\*                      ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time of its compilation, but are to be considered as approximate quantities only. Before ordering materials of any kind the Contractor shall be solely responsible for determining, from the Drawings issued or approved by the Employer for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Contractor in respect of materials ordered by the Contractor except when ordered in accordance with the Drawings issued or approved by the Employer for construction purposes."

#### **PSA 4                      PLANT**

##### **PSA 4.1                      SILENCING OF PLANT**

Replace the contents of Clause 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 (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its 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 new paragraph before the existing paragraph in Clause 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 Clause 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 15 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 5.1.1                      Setting out of the Works**

The installed benchmarks shown on the Drawings shall be used by the Contractor for setting out the works.

Add the following paragraph:

"The Contractor shall be required to check and verify, prior to commencement of any construction work, all benchmarks and boundary reference pegs, as shown and detailed on the Drawings. Reference and benchmark pegs disturbed and/or removed during the construction period shall be replaced by a Professional Land Surveyor and the Contractor shall bear the cost of such replacement. Payment to check and verify the reference and benchmark pegs will be made in terms of PSA 8.8.5."

###### **PSA 5.1.2                      Preservation and replacement of survey beacons and pegs subject to the Land Survey Act**

Delete from the second sentence "Before the commencement . . . "to" . . . apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, in consultation and liaison with the Employer, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Replace the third sentence of Clause 5.1.2 with the following:

"At completion of the Contract, the Contractor shall expose and mark 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 the replacement of pegs that have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer, 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 replacement and certification as aforesaid shall be entirely for the Contractor's account, provided 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 and to the satisfaction of the Employer, were disturbed, damaged or destroyed by others beyond its control, and
- (c) were in close proximity to the work and which would unavoidably be removed, subject to the Employer approval being given to remove such pegs."

#### PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

Add the following:

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.7, PSA 5.9 and PSA 5.10."

#### PSA 5.3 PROTECTION OF 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 Clause 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 its 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 Employer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work.

The Employer do not offer 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. No excavation may commence until the position of the service at the crossing point has been marked out and verified by an official of the responsible authority.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer, 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 requirements of Clauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall also 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 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 Employer 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 Employer immediately should any such service be encountered or discovered on the Site.

Whilst it 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 cognisance 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 ;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ; provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Employer, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer and as described above will be made under the payment items (if any) as may be provided therefore 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 there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

#### PSA 5.4.3      Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Employer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Employer, 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 Employer, 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, unless approved by the Employer.

The Employer will accept no liability for damages due to a delay in having alterations or repairs effected by the respective service owners. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

#### 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 there under, 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 (Act No 85 of 1993) and associated Regulations 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; and
- (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; and
- (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; and
- (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; and
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer shall in terms of the Regulations 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 representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer'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 Employer shall, in accordance with the provisions of Clause 5.11.2 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 Employer, 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 Employer 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 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 Employer to act in terms of Clause 9.2 of the Conditions of Contract and for the Employer to terminate the Contract in accordance with the further provisions of the said Clause 9.2."

## "PSA 5.9\* MAINTAINING SERVICES IN USE

The Contractor shall take note that he shall not cut off any service in use without the prior approval of the Employer.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Employer to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining services in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10\* DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads and tracks within and to the Sites, shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract. Further, the provision of PSA 5.2 shall apply."

"PSA 5.11\*            SITE MEETINGS

The Contractor or its 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 Employer, but in any case whenever reasonably required by the Employer. Unless otherwise indicated in the Contract or instructed by the Employer, 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 etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

"PSA 5.12\*            PROVIDING ACCESS TO ERVEN AND PROPERTIES

Access to erven and properties along the route of trenches and roads shall be provided by the Contractor at all times. To this end suitable crossings shall be constructed where required.

Temporary crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of all vehicles and pedestrians. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

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

The Contractor may, with the approval of the Employer, arrange with the occupiers of the affected properties to temporarily close off a portion of a road, footpath entrance, property access road or other access, provided that the Contractor shall give due notice of the intended closure and its probable duration to the occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible, roads shall be made safe and re-opened to traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

No direct payment will be made for the cost of providing access. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.15\*                                    ENVIRONMENTAL MANAGEMENT PLAN, RECORD OF DECISION AND SPECIFICATIONS

The Contractor shall be required to comply with the Environmental Management Plan (EMP), Record of Decision (ROD) and Specifications during the Contract period.

Non-compliance with the specifications, ROD and EMP, in any way whatsoever, will be adequate reason for suspension of the Works.

The Contractor shall at all times be responsible for full compliance with the specifications, ROD and EMP and no extension of time will be considered for delays due to non-compliance with the abovementioned.

**The applicable environmental documents are bound as Particular Specification PA.**

No direct payment will be made for the cost of complying with the EMP or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.16\*            ATTENDANCE ON SMME's

The Contractor shall closely manage and supervise all SMME's and shall manage, guide and assist each SMME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant SMME and shall be directed at enabling the SMME's to achieve the successful execution and completion of the subcontract.

No direct payment will be made for the cost of attendance on SMME's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract."

## **PSA 6 TOLERANCES**

### **"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 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Employer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' 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 Employer 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 7.1 PRINCIPLES**

#### **PSA 7.1.2 Standard of Finished Work Not to Specification**

Insert the words "or checks by an approved laboratory ..." after the words "Where the Employer checks ..." in the first line of Clause 7.1.2.

### **PSA 7.2 APPROVED LABORATORIES**

Replace the contents of Clause 7.2 with the following:

"Unless otherwise specified in the relevant specification or elsewhere in the Scope of Work, 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 Employer 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 Employer;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer;
- (d) any testing laboratory designated by the Employer."

## **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 contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works assignment, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

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 Bill 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; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
  - 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 Employer and his staff as specified in the Contract and their removal from the site on completion of the Contract.
  - Completion of monthly reporting/monitoring of Emerging Enterprise Subcontract."

PSA 8.2      PAYMENT

PSA 8.2.2      Time-related items

Replace the contents of Clause 8.2.2 with the following:

"Subject to the provisions of sub clauses 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.

Should the Employer grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs that result from the circumstances pertaining to the extension of time granted."

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a Variation Order:

$$\text{Sum of Tendered amounts for Time Related Items} \times \frac{\text{Extension of Time authorised by Variation Order}}{\text{Tender Contract period}}$$

For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December / January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject

to the Contract Price Adjustment formula."

PSA 8.3.1 & Contractual requirements  
8.4.1

Add the following:

"The sum tendered shall cover all initial costs incurred in complying with the requirements of the Conditions of Contract and include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract, if applicable."

PSA 8.3.2.1 Facilities for Employer

No Facilities are required.

PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.1 Contractual requirements Unit: Sum

Add the following:

"The sum shall further cover all the time-related establishment costs and be the full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract, where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in PSA 8.2.2.

The Contractor will not be paid Time-Related Preliminary and General Charges for any special Non-Working Days, as stipulated in the Conditions of Contract, which shall be deemed to have been allowed for in his rates.

The sum shall also include, where applicable, for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

PSA 8.4.2.1 Facilities for Employer

Replace the contents of this Clause with the following:

"(a) Two Contract Nameboard Unit: Sum

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

Payment for the provision of survey labourers will be made pro-rata the period the labourers are provided."

PSA 8.4.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.2.3 Replace the words "periods stated" in the second line of this Clause with the following:

"duration of construction as defined in PSA 8.1.2.1".

"PSA 8.4.6\*  
delays incurred:

Compensation in terms of Subclause 5.12.2.4 and Clause 9.1.4 of the Conditions of Contract for

- |                  |                           |                                                |
|------------------|---------------------------|------------------------------------------------|
| (a)              | Plant                     | Unit: Sum per working day                      |
| (b)              | Labour                    | Unit: Sum per working day                      |
| (c)              | Supervision               | Unit: Sum per working day                      |
| (d)              |                           | Other services, facilities etc. not covered by |
| (a), (b) and (c) | Unit: Sum per working day |                                                |

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the Conditions of Contract.

This payment item shall only apply to delays which in the opinion of the Employer are due to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract. No Payment will be made for any salary related or other internally caused strikes. The cost of delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to determine the Contract in terms of the provisions of Clause 9 of the Conditions of Contract.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment."

#### PSA 8.5 SUMS STATED PROVISIONALLY BY THE EMPLOYER

Replace the contents of Clause 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 Bill of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

##### PSA 8.5.2 Works Executed and performed by the Selected Subcontractors in Consultation with the Employer

(a) Work to be executed and performed by the Selected Subcontractor in Consultation with the Employer.....Unit: Prov Sum

(b) Overheads, charges and profit on item (a) above.....Unit: % or Sum

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different Selected Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Bill of Quantities, the amounts actually paid or payable by the Contractor to the respective Selected Subcontractors, in accordance with the provisions of Clauses 4.4.3 and 6.6 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

- (a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer for payment under the related sub-item (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract: or
- (b) where the unit of measurement for sub-item (b) was specified as being a Lump Sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered Lump Sum is to the amount of the Provisional Sum

stated under sub-item (a);

provided always that where the Contractor has failed for any reason, to insert a percentage or Sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the Tender Documents for tenderers to make any such entry, the Contractor will, in accordance with the provisions of Sub-clause 6.6.1.2.2, be paid an amount equal to SEVEN AND ONE HALF PERCENT (7½%) of the amount actually certified by the Employer for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (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 and in fulfilling its obligations under the contract as the principal Contractor."

Replace Clause 8.6 with the following:

"PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Prime Cost Sums

|     |                                                            |              |
|-----|------------------------------------------------------------|--------------|
| (a) | <u>Description of Item to which Prime Cost Sum Applies</u> | Unit: PC Sum |
| (b) | <u>Charge Required by Contractor on Sub-item (a) above</u> | Unit: %      |

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(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 sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Bill of Quantities shall be deemed to 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 sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

Note:

1. Only payments for successful test will be made under the Prime Cost Sum provided in the Bill of Quantities for "additional acceptance control testing by the Employer".

2. The Contractor is responsible for the cost of process control testing. Payment in terms of the above will only be made for acceptance control testing ordered by the Employer.

"PSA 8.7 DAYWORK

Add the following:

"To ensure that the plant is achieving a reasonable output of work, the Employer personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer and certain reductions in payment may be applied.

Furthermore, should the performance of a machine be poor, or persistently break down, the Employer may order that it be replaced, all at the cost of the Contractor."

PSA 8.8.2 DEALING WITH TRAFFIC

Add the following.

"The Contractor is to take all steps necessary to manage the traffic and is to submit and have approved a traffic management plan."

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4

Existing services

Replace the heading of paragraph (c) with the following:

"(c) Excavate by hand in soft material to expose existing services Unit: m<sup>3</sup>

Add the following:

"The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% of modified AASHTO maximum density, loading, transporting and disposing of surplus material as directed, keeping the excavation safe, dealing with water, protecting the exposed services, and any other operation necessary to complete the work.

No distinction will be made between the various types of services to be exposed, or the depths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment."

"PSA 8.8.6 Dealing with water Unit: 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 site as required in terms of Sub clause 5.1.3 of SABS 1200 D and Sub clause 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 8.8.7\* Compliance with the occupational health and safety act (Act 85 of 1993) and all relevant and applicable regulations, especially the construction regulations, 2014 as promulgated on 7 February 2014 under section 43 of the occupational health and safety act (Act 85 of 1993), as amended from time to time, for the duration of the contract

(a) Contractor Unit: Sum

(b) Subcontractors (own) Unit: Sum

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times, as described in the Scope of Work and Employer's health and safety specification (Refer Particular Specification PB). The successful tenderer shall provide the Employer with a complete breakdown of this tendered sum, if so required.

The Contractor shall note that all obligations contained in the Act, Regulations and Employers health and safety specification shall be included in this item. No additional claims will be considered; neither will an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The sums will be paid to the Contractor in equal monthly amounts."

"PSA 8.9\* Installation of Benchmarks by Registered Surveyor Unit: No

The number tendered shall include full compensation for the installation of benchmarks to mSL, by a registered surveyor as required by the Employer, during construction and shall include the protection during construction and marking the benchmark on completion of the Works.

NOTE: The cost to set out the Works in terms of 5.1.1 and PSA 5.1.1 shall be deemed to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5."

"PSA 8.10\* Sanctions Unit: Prov Sum

The provisional sum shall cover any sanction or bonus due as specified in subclause C3.3.3. The provisional sum shall be expended in

accordance with Clause 6.6 of the Conditions of Contract.”

**PSC**                      **SITE CLEARANCE**  
**PSC 3**                   **MATERIALS**  
PSC 3.1                 DISPOSAL OF MATERIAL

Add the following:

"Material obtained from clearing and grubbing, including builder's rubble, and other unwanted debris, shall be disposed of at spoil sites obtained by the Contractor.

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:

"Notwithstanding the above, the Employer may, where particular areas are scarcely vegetated, order that the clearing and grubbing operation be totally or partially omitted, in which case no payment will be made under this section.

Payment will then only be made for excavation included under the relevant earthworks section."

PSC 5.5                 RECLEARING OF VEGETATION

Add the following:

"Except if otherwise agreed, where areas have to be recleared on the written instruction of the Employer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that reclearing may become necessary."

PSC 5.6                 CONSERVATION OF TOPSOIL

Add the following:

"Conservation of topsoil, together with grass, roots and chipped mulch shall be applicable. Stockpiling of topsoil will be allowed on Site in specific locations indicated by the Employer. Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

**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 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels excluding stripping of topsoil to stockpile where applicable."

Add the following:

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

PSC 8.2.1 Clear and grub

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

Add the following:

"PSC 8.2.5      Take down and re-erect existing fences.....Unit: m

"The rate shall further cover the cost to reinstate the fences to their original status, as well as for all new material in so doing"

|             |                                                                          |                      |
|-------------|--------------------------------------------------------------------------|----------------------|
| "PSC 8.2.10 | <u>Remove topsoil to nominal depth of 150 mm, stockpile and maintain</u> | Unit: m <sup>3</sup> |
|-------------|--------------------------------------------------------------------------|----------------------|

The rate shall cover the cost of removing the topsoil where ordered, together with such vegetation and small roots as may occur within the specified depth, for loading, transporting to designated area on site, for stockpiling, for maintaining and wetting (dust control) the stockpile for the full duration of the Contract.

"PSC 8.2.11\*      Breaking and disposing of existing bituminous/asphalt surface.....      Unit: m<sup>2</sup>

The sum tendered shall cover the provision of all labour and equipment to remove and dispose (off site) of asphalt surfacing.

|             |                                                         |          |
|-------------|---------------------------------------------------------|----------|
| ""PSC 8.12* | Breaking and disposal of existing unreinforced concrete | Unit: m3 |
|-------------|---------------------------------------------------------|----------|

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

"PSC 8.13\* Breaking and disposal of existing reinforced concrete Unit: m3

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

PSC 8.14\* Breaking and disposal of existing masonry structures..... Unit: m<sup>3</sup>

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

|           |                                    |          |
|-----------|------------------------------------|----------|
| PSC 8.15* | Saw-cutting asphalt surfacing..... | Unit: m2 |
|-----------|------------------------------------|----------|

The sum tendered shall cover the provision of all labour and equipment to saw-cut asphalt surfacing.

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

**PSDB 3.1**                      **CLASSES OF EXCAVATION**

Notwithstanding the provisions of Sub clause 3.1 of SANS 1200 DA, the material excavated other than rock will not be separately classified for the purposes of measurement or payment. The unit rate for excavation shall cover the cost of excavation in both soft, intermediate and boulder material.

**PSDB 3.5**                      **BACKFILL MATERIAL**

Replace the contents of Subclause (b) and add Subclauses (c) and (d) as follows :

"In areas subject to road traffic loads which shall be held to extend 2,5m either side of the road centre line, as well as beneath concrete lined channels, backfill shall comply with the requirements of PSME 3.2.2

**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".

Add the following to subclause 3.7:

"Notwithstanding anything to the contrary stated in this subclause the Contractor shall, where so ordered, selectively stockpile topsoil, material complying with 3.5, as well as road materials for re-use in terms of 5.9."

**PSDB 5**                                              **CONSTRUCTION**

**PSDB 5.2**                      **MINIMUM BASE WIDTHS**

Notwithstanding the provisions of this Subclause, the minimum base widths for the various trenches shall be as shown on the Drawings.

**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 700mm, except at road-crossings, where the minimum cover shall be 1 000 mm.

Trench lengths are limited to a maximum total of 200m at any given time during construction. The rate tendered shall cover the cost of this excavation length constraint.

No trench may be left open over the period 16 December to 8 January inclusive.

Where trenches have to be excavated under this Contract adjacent to live services / other services laid under other contracts, it may be necessary to shore trenches to prevent damage to the live services / other services. It will be the responsibility of the Contractor to ensure that services constructed under other contracts of live services are not damaged by his operations during the Contract."

**PSDB 5.6**                      **BACKFILL**

**PSDB 5.6.1**                      General

Replace the first sentence with the following:

"Backfilling of pipe trenches may only commence after the pipe has been laid, firmly bedded in the specified cradle, the blanket placed and compacted as specified and after the pipe has been tested in terms of Clause 7 of SABS 1200 L."



"Items will be provided for various trench widths as specified and detailed on the Drawings and various depths in increments as specified in the Bill of Quantities."

Add the following to Clause (a):

"The rate tendered shall also cover the cost of complying with PSDB 3.5, as well as the cost of any disruption or delay in complying with PSDB 5.4 and PSL 5.1.4.

Delete Clause 8.3.2 (b)(1) as well as any reference to intermediate excavation in Clause (b). For the purpose of measurement and payment, excavation other than hard rock excavation will not be separately classified (refer Sans 1200 DB 3.1).

Add the following new sub-items in 8.3.2 (b):

"(3) Hand excavation where ordered Unit: m<sup>3</sup>

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2(a), for carrying out, where ordered by the Employer and up to a depth of 1,0metre, trench excavation by hand as well as for any inconveniences related to the continuation with machines across and over hand-excavated trenches.

The volume shall be computed from the dimensions specified, shown on the Drawings or ordered by the Employer.

Normal handwork required to clean and trim the sides and bottoms or mechanically excavated trenches will not qualify for payment in terms of this clause.

(4) Hand backfilling machine excavated trenches where ordered Unit: m<sup>3</sup>

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2(a) to, except for compaction which shall be carried out by machine, hand backfill machine excavated trenches where ordered by the Employer.

The volume shall be computed from the dimensions specified, shown on the Drawings or ordered by the Employer.

(5) Selective stockpiling of topsoil where ordered Unit: m<sup>3</sup>

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2 (a), to selectively stockpile topsoil where ordered by the Employer, including of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting within the applicable freehaul distance from the stockpile.

The volume shall be computed from the dimensions ordered by the Employer."

(6) Disposing of spoil material on a site provided by the Contractor Unit: m<sup>3</sup>

The unit of measurement shall be the cubic metre, measured in accordance with Subclause 8.2 of SABS 1200D, of surplus and/or unsuitable material disposed of, on the instruction of the Employer, at a spoil site or spoil sites provided by the Contractor.

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material.

(7) Backfill stabilised with 5% cement where directed by the Employer Unit : m<sup>3</sup>

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer Agent 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 stabilised material to 90% of modified AASHTO density."

(8) Soilcrete backfill where directed by the Employer Unit : m<sup>3</sup>

The unit of measurement shall be the cubic metre of soilcrete placed on the Employer 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."

PSDB 8.3.3 Excavation ancillaries:

PSDB 8.3.3.1 Deficiency in backfill material

Add the following to subclause 8.3.3.1(c):

The rate shall also include for compaction of sub base quality backfill as per PSDB 3.5

Replace the heading and contents of this Clause with the following:

PSDB 8.3.3.3 Compaction in road crossings Unit : m<sup>3</sup>

"This item shall only apply to the compaction of materials in areas subject to road traffic loads as defined in PSDB 3.5.

The volume will be computed from the length of trench falling within the defined area, the width as shown on the Drawings and the depth from the top of the bedding to the designated level of the underside of the required selected layer, finished verge level etc. as scheduled on the Drawings. The rate tendered shall cover the cost of the additional compactive effort as specified.

Payment for this work will be additional to that covered by 8.3.2(a)."

PSDB 8.3.6 Finishing

PSDB 8.3.6.1 Reinstatement road surfaces

Replace from "a) Gravel on shoulders...." Through to "....Etcetera's.....Unit: m<sup>2</sup>" with the following:

"(a) Backfilling using Trenchfill Unit : m<sup>3</sup>

(b) Hot asphalt type IVA (min thickness 40mm) Unit : m<sup>2</sup>

(c) Gravel Shoulders Unit : m<sup>2</sup>

(d) Concrete Driveways and Walkways (min thickness 100mm) Unit : m<sup>2</sup>

(e) Grass verges and Lawns Unit : m<sup>2</sup>

For item (a) the volume will be computed from the length of trench as applicable and the width determined from the applicable side allowances specified in 8.2.3, and the depth from road surface to top of selected fill blanket. Payment for this item will be additional to that for excavation covered by 8.3.2.

For items (b) to (e) the area will be computed from the length of paved trench surface as applicable and the width determined from the applicable side allowances specified in 8.2.3.

The rates shall further cover the cost of temporary accommodation of traffic (including the signs and bypasses), arranging for safety of the public, excavation (including breaking up, removal and disposal of surplus material) and the subsequent reinstatement as specified

in 5.9, and shall include the cost of delays and the cost of any risk of having to repair damage as specified in 5.10.”

**PSDM 2                      EARTHWORKS (ROADS, SUBGRADE)  
PSDM 2                      INTERPRETATIONS**

**PSDM 2.3                      DEFINITIONS AND ABBREVIATIONS**

Notwithstanding the definition of roadbed given under Clause 2.2 of SABS 1200 M, all in-situ surfaces requiring compaction as indicated on the drawings, shall be classified as roadbed.

**PSDM 3                      MATERIALS**

**PSDM 3.1                      CLASSIFICATION FOR EXCAVATION PURPOSES**

Notwithstanding the provisions of this Clause, the excavation of material will, for purposes of measurement and payment, be classified as specified in PSD 3.1.2.

**PSDM 3.2.2                      Fill**

Notwithstanding the requirements of this Clause, material from commercial sources or borrow pits located by the Contractor, to be used in the fill, shall comply with the requirements of Clause 3.2.3 and PSDM 3.2.3.

**PSDM 3.2.3                      Selected layer**

Replace the contents of this Clause with the following:

"The following requirements shall apply in respect of the selected layer:

- a) Maximum particle size: 60% of compacted layer thickness
- b) Unstabilised selected layer
  - (i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density: 15

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

**Note:**

The requirements for the upper selected layer also apply where only one selected layer is specified.

- (ii) Lower selected layer

Minimum CBR at 93% of modified AASHTO density: 7

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

**PSDM 3.3                      SELECTION**

Notwithstanding the provisions of this Clause, the Contractor shall note that the excavation from the cutting shall be utilized for the construction of the lower layers of fills.

## **PSDM 5                    CONSTRUCTION**

### **PSDM 5.1.2            Accommodation of traffic**

The requirements of Clauses PSA 5.10 and PSD 5.1.6 shall apply regarding the control and temporary accommodation of traffic.

### **PSDM 5.2.2.2        Dimensions of cuts**

Delete "suitable material .....7" in the fifth line and replace with "material complying with 3.2.3 and PSDM 3.2.3."

Add after "drawings" in the second line of this subclause "which shall include for channels and sidewalks within the road reserve".

### **PSDM 5.2.2.3        Use of material**

Add after "borrow pits" in the second line of subclause (d): "or commercial sources."

Add the following after subclause (d):

"(e) Commercial sources

The provisions of subclause PSD 5.2.2.5 of SABS 1200 D as amended shall apply."

### **PSDM 5.2.2.5        Disposal of surplus or unsuitable material**

Add after "directed" in the second line of this Clause "(refer PSD 5.2.2.3)".

### **PSDM 5.2.3            Treatment of roadbed**

#### **PSDM 5.2.3.2        Removal of unsuitable ground**

Replace the second sentence of paragraph (a) with the following:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

Add the following sentence to paragraph (b):

"Unsuitable excavated material will be paid for as cut to spoil."

#### **PSDM 5.2.3.3        Treatment of roadbed**

Add the following to Clause (a):

"The depth of compaction shall be 150mm."

Add the following paragraphs:

#### **PSDM 5.2.4            Fill**

##### **PSDM 5.2.4.3        Finishing**

Notwithstanding the provisions of this Clause the requirements of PSDM 5.2.9 shall as applicable apply to the finishing off of verges.

### **PSDM 5.2.8.          Transport**

Replace the contents of this subclause with the following:

"The provisions of Subclause PSD 5.2.5 of SABS 1200 D, as amended, shall apply."

#### **"PSDM 5.2.9\*        Trimming and grading of verges**

During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during

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

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticulturally inferior materials from trench excavation, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted in which case the Contractor shall load, transport and spread as ordered by the Engineer. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Engineer beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Engineer."

"PSDM 5.2.10\* Dimension and Level Control and Process Control

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Engineer."

"PSDM 5.2.11\* Requesting of Tests

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer."

## **PSDM 6 TOLERANCES**

"PSDM 6.5\* DIMENSION AND LEVEL CONTROL

The requirements of PSM 6.4 shall apply."

## **PSDM 7 TESTING**

PSDM 7.3 ROUTINE INSPECTION AND TESTING

Replace Table 2 and the contents of Clause 7.3.2 with the following:

"The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in Table 2 below. Refer to Clause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

| 1                                        | 2                                                      | 3                          | 4                       | 5                                            |
|------------------------------------------|--------------------------------------------------------|----------------------------|-------------------------|----------------------------------------------|
| Layer                                    | Specified density<br>(% of modified<br>AASHTO density) | Number of<br>tests per lot | Average<br>density<br>% | Minimum<br>density for any<br>single test, % |
| Upper selected                           | 93                                                     | 3 and 4<br>5<br>6          | 93,1<br>93,4<br>93,6    | 89,4<br>89,2<br>89,0                         |
| Lower selected layer or<br>pioneer layer | 93                                                     | 3 and 4<br>5<br>6          | 93,1<br>93,4<br>93,6    | 89,4<br>89,2<br>89,0                         |

"PSDM 7.4\* INSPECTION AND TESTING BY ENGINEER

The requirements of PSM 7.3 shall apply."

## **PSDM 8                    MEASUREMENT AND PAYMENT**

### **PSDM 8.1                BASIC PRINCIPLES**

Add the following:

"The requirements of PSM 8.2 shall apply. The Contractor shall further make provision in the various rates for the construction of the roadbed, fill and selected layer for the cost of his own process control testing and the cost of complying with PSDM 6.5 and PSDM 7.4."

### **PSDM 8.2                COMPUTATION OF QUANTITIES**

Replace subclauses 8.2.1 through to 8.2.3 (inclusive) with the following:

"PSDM 8.2.1            The provisions of subclause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2            The provisions of subclause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3            The provisions of subclause 8.2.2 of SABS 1200 D shall apply."

PSDM 8.2.5            Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the Engineer will, upon a written request from the Contractor, provide cross-sections for the purpose of measurement of earthworks quantities."

## **PSGA                    CONCRETE (SMALL WORKS)**

### **PSGA 3                   MATERIALS**

PSGA 3.2.1            Applicable Specifications

Add the following to this Subclause:

"Notwithstanding the contents of this Subclause, where reference is made in this specification or the standard specifications to any cement specification, it shall be replaced with the following specification, SANS EN 197-1-Cement-Part 1: Composition, specifications and conformity criteria for common cements.

On this Contract cement grade CEM I 42,5N shall be used."

### **PSGA 3.8                CURING COMPOUND**

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309 Type 2 Class B."

## **PSGA 4                   PLANT**

PSGA 4.4.2            Finish

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

## **PSGA 5                   CONSTRUCTION**

### **PSGA 5.4                Concrete**

PSGA 5.4.1            Quality

PSGA 5.4.1.5          Strength Concrete

Add the following:

"The Contractor shall, when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out. Reliable test records made from the same materials and mix proportions will, without prejudicing the requirements of this subclause, be accepted as a basis for approving a mix design."

**PSGA 5.4.2      Batching**

Notwithstanding the requirements of this subclause, the method of batching shall be subject to approval. If volume batching is allowed only full standard 50kg bags of cement may be used to make up a batch.

**PSGA 5.4.3      Mixing**

Add the following:

"All site mix concrete shall be mixed in a rotary type mixer and the minimum size of mixer that may be used shall have the capacity to mix a batch comprising one standard 50kg bag of cement". (SANS ENV 197 CEM 1 42.5 Black bag.)

**PSGA 5.4.6      Compaction**

Replace "or (if approved).....forking" in the first sentence of subclause 5.4.6.3 with "using approved vibrators".

**PSGA 5.4.7      Curing and Protection**

Notwithstanding the requirements of this subclause, all cast insitu concrete shall be cured in accordance with the requirements of this subclause using a white pigmented natural resin based liquid curing compound complying with ASTM C 309-74, except where the surface to be cured is to receive further concrete, in which case curing shall be carried out in accordance with one of the methods described in subclause (a) and (b).

**PSGA 7              TESTS**

**PSGA 7.1          Facilities and Frequency of Sampling**

**PSGA 7.1.2      Frequency and Sampling**

Notwithstanding the requirements of this subclause the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the Specification. The Engineer's Representative will only carry out such check testing as he requires.

**PSGA 8              MEASUREMENT AND PAYMENT**

Delete the contents of this Clause. Measurement and Payment would be done in accordance with the Standard Preambles.

**PSL                  MEDIUM PRESSURE PIPELINES**  
**PSL 1              SCOPE**

PSL 1.1          Add the following:

"This specification shall also cover the installation of the cross-connection and pipework inside the tower."

**PSL 2              INTERPRETATIONS**

"PSL 2.1.3\* Drawings

Wherever the aforementioned drawings are referred to, the appropriate of the details shown on the Employer Drawings shall apply."

**PSL 2.4 ABBREVIATIONS**

Add the following:

"HDPE: High Density Polyethylene."

## PSL 3 MATERIALS

### PSL 3.3 CI PIPES, FITTINGS AND SPECIALS

Add the following:

"CI fittings and specials for use with uPVC pipes shall be class 16."

#### "PSL 3.7.3\* uPVC pipes

uPVC pipes and fittings shall be provided with spigot and socket rubber ring joints and shall be manufactured to standards acceptable to the Employer. Solvent welded fabricated fittings will not be acceptable."

#### PSL 3.8.3 Flanges and accessories

Add to Subclause 3.8.3:

"The insertion piece shall be such as to cover the full face of the flange (i.e. the O/D). Drilling shall conform to SABS 1123/1600/3.

#### PSL 3.8.4 Loose flanges

Bolts and nuts shall comply with SABS 135.

#### PSL 3.9.1 CI pipes and specials

Notwithstanding the provisions of this subclause, all CI pipes, fittings and specials shall be coated internally and externally using "Rillsan". The coating shall be 250 – 300 microns thick and shall be applied by an approved applicator.

#### PSL 3.9.2 Steel pipes

Notwithstanding the provisions of this Sub-Clause, all steel pipes and specials to be installed shall be heavy duty hot dipped galvanized complying with the requirements of SABS ISO 1461 and shall **not** be passivated.

After the galvanizing process, all steel pipes and specials shall be cleaned, scrubbed and washed down firstly with a suitable solvent and then with clean water. Immediately thereafter, the pipes and specials shall be internally and externally coated as scheduled below, all in accordance with the manufacturer's instructions.

| Coat      | Product                                          | DFT (µm) |         |     |
|-----------|--------------------------------------------------|----------|---------|-----|
|           |                                                  | Min      | Nominal | Max |
| 1         | Holding Primer Sigmacover or approved equivalent | 45       | 50      | 75  |
| 2         | Sigma TCN 300 (Brown) or approved equivalent     | 125      | 150     | 175 |
| 3         | Sigma TCN 300 (Black) or approved equivalent     | 125      | 150     | 175 |
| Total DFT |                                                  | 295      | 350     | 425 |

All coats shall be in contrasting colours and no DFT reading may be less than nor more than the minimum and maximum values specified. The overall average DFT shall not be less than the nominal DFT specified.

Application shall be by airless or conventional pressure pot spray systems and thinners shall be used strictly in accordance with the manufacturer's instructions. All critical areas like edges and welds shall be given an extra stripe coat.

Note:

The drilling patterns for flanges shall be SABS 1123/NP1600/3 and all pipes, specials and fittings shall be supplied complete with all necessary stainless steel bolts, washers and nuts as well as appropriate insertion pieces applicable to diameter and material.

PSL 3.9.6 Corrosive soil

All buried flanged joints, together with their bolts, shall be protected by means of "Denso" paste and then wrapped to give a covering of at least three layers of "Denso" impregnated tape, or other means of inhibiting corrosion approved of by the Employer. Denso tape must be carefully moulded over the paste and fitting in order to expel all voids.

"PSL 3.9.7\* Corrosion protection for valves and Hydrants

All gate valves and hydrants shall be fusion-bonded epoxy coated internally and externally to SABS 1217 or DIN 30677".

PSL 3.10 VALVES

Notwithstanding the provisions of this Subclause, the following shall apply with respect to the various valves specified on the drawings and scheduled:

PSL 3.10.1\* Gate Valves

Gate valves shall comply with the following:

Gate valves shall be AVK Series 43/60 or approved equivalent gate valves which conform to the requirements of SABS 664 and shall be of the resilient seal type. All valves shall have a working pressure rating of at least 16 Bar and shall be clockwise opening with non-rising spindle and cap top unless otherwise specified. The wedge shall be fully encapsulated with NBR rubber internally and externally. The wedge nut shall be of the "fixed nut" concept allowing no movement and manufactured from dezincification resistant high tensile navy brass. The primary seal for stern sealing shall be a NBR rubber hydraulic U seal (Manchette type) and the secondary seal shall consist of at least two NBR O rings inside and two outside of a Nylon Bush. The body of the valve shall further bear the SABS mark, trade name, as well as the size and class of valve.

PSL 3.11.1 Bricks

All bricks shall comply with SABS 227 and shall be NFX burnt clay masonry units free of stones, cracks and other defects. The bricks shall be obtained from an approved manufacturer and samples of the bricks shall be submitted to the Employer for approval.

#### PSL 3.11.6 Surface boxes

Delete the contents of this sub-clause and replace by:

“For non-trafficked areas, surface boxes are to be the thermoplastic type.”

### **PSL5 CONSTRUCTION**

PSL 5.1.1 Add the following:

“uPVC pipes shall be laid, cut and jointed strictly in accordance with the manufacturer’s instructions. A pipeline shall further be laid continuously; the leaving of gaps for fittings will not be permitted.”

#### PSL 5.1.4 Depths and cover

Replace the contents of subclause 5.1.4.1 with the following:

Unless otherwise shown on the drawings or instructed by the Employer, cover to pipes shall be as follows:

During construction:

Where construction traffic is liable to cross over pipes, they shall be laid so that there is not less than 0,75m of cover over the pipe. Road crossings shall be constructed after the construction of the road layers has reached the stage where 0,75m cover is available.

Pipes beneath Verges and Open Spaces:

The tops of pipes beneath verges shall be not less than 0,75m and not more than 1,25m below the final verge level.

Supply Connection:

The tops of pipes shall not be less than 450mm and not more than 600mm below the final road surface.

Pipes beneath existing roadways:

The tops of pipes beneath a road shall not be less than 1m and not more than 1,25m below the road level.

“PSL 5.1.4.6\* The top of the spindle of a gate valve shall not be less than 75mm nor more than 600mm below the level at which the top of the valve box is to be set. To ensure the aforementioned, valve spindle extension pieces shall be fitted by the Contractor.”

### **PSL 5.3 SETTING OF VALVES, SPECIALS AND FITTINGS**

Add to Clause 5.3:

“The hydrant shall be bolted to the tee such that the outlet is in line with the pipeline. Valves shall be positioned opposite the erf splay peg at intersections.”

#### “PSL 5.11\* KOUGA LOCAL MUNICIPALITY WATER MAINS

The Contractor shall not operate any valve on the Kouga Local Municipality (KLM) water mains. When a section of the existing network is required to be isolated, the Contractor shall request the KLM Water Division to close the necessary valves. Any work on an existing main shall also only be carried out with the knowledge of the KLM Water Division, and if required, under the supervision.”

#### “PSL 5.12\* SUBSEQUENT MAINTENANCE

Should leaks develop during the maintenance period or any defects need attention, these will be rectified by the Municipality (KLM) at the Contractor’s expense, including the cost of retesting and subsequent sterilisation.”

#### PSL 5.13\* MARKERS FOR VALVES AND FIRE HYDRANTS

An appropriate marker shall be placed by the Contractor at the position of each valve, fire hydrant and on pipes (bends and pipeline lengths exceeding on bulk pipelines at 80m intervals).

The markers shall be manufactured and installed in accordance with the details shown on the drawings.”

## **PSL 6 TOLERANCES**

### **PSL 6.2 CONTROL POINTS**

Add the following:

“Valves shall be located as indicated on the plan layout opposite the boundary peg of the erf, and to within a longitudinal tolerance of 100mm.”

### **PSL 6.3 ALIGNMENT (PLAN & LEVEL)**

Add to the last sentence:

“, provided this does not result in a reversal of the grade of the pipeline.”

## **PSL 7 TESTING**

### **PSL 7.1 GENERAL**

Notwithstanding the provisions of this subclause, the Contractor shall take note that an official of the Municipality’s Water Division shall witness each successful leakage test carried out. Visits to the site of this official to witness a test will be charged at a rate determined by the Water Engineer per visit after the initial visit, which monies shall be payable by the Contractor.

#### **PSL 7.3.1 Test pressure and time of test**

Add to sub-clause 7.3.1.1:

Due to the number of erf accesses affected by the new pipeline, testing of the pipeline will consist of tests in 200 metre intervals. Example: first test will be from Km 0 to Km 0+ 200, second test will be from Km 0 to Km 0+ 400, third test from Km 0 to Km 0+ 600 etc. Once the entire pipeline is installed a final test will be required before the tie-ins can be completed.

“The Contractor’s test equipment shall be connected directly to the flange of a hydrant tee – not through the hydrant’s screwed outlet – or through a specially adapted end cap or a short, discardable pipe. Alterations may have to be made to the Contractor’s test equipment to allow the placing of a Water Division’s “in-line” check pressure gauge. If necessary, this will be requested by the Employer prior to the start of a leakage test.

With reference to subclause 7.3.1.2 the maximum working pressure shall be the pressure rating of the pipe.

Replace the last line of Clause 7.3.1.3 “less than ..... these points” with the following:

“less than 1,25 nor more than 1,5 times the specified maximum working pressure.”

Delete Subclauses 7.3.1.3 and 7.3.1.4

Add to sub-clause 7.3.1.5:

“Water used by the Contractor to fill the reticulation and during testing shall be water drawn from the Municipal mains and transported in a clean container. A metered connection may be installed by the Water Division upon the request of the Contractor and upon the payment of the prescribed fee. The bleeding off of air trapped within the reticulation shall only be carried out via the hydrants, erf connections or at the prescribed connection points to the existing reticulation by:

- (1) a bleeder system fitted to the end caps, or
- (2) a bleeder system fitted to a short length, say 500mm, of a pipe included at the end of the new reticulation.

#### **PSL 7.3.3 Permissible Leakage Rates**

“When testing reticulations made up of different types of pipes, the arithmetical sum of the respective calculated leakage rates for the

various pipe types, diameters and lengths shall be taken as the maximum allowable leakage. Alternatively, the Contractor may request that each section be tested separately in which case the additional tests, witnessing and connecting fees shall be at his expense."

"PSL 7.3.4\*      Witnessing of a Successful Leakage Test by an Official of the Water Division

The Contractor shall take note that the Employer Representative is required to ensure that an Official of the Water Division (KLM) witnesses a successful leakage test of the whole new reticulation being put forward for acceptance. Visits to site of this official to witness the test after the initial visit will be charged at a rate determined by the Municipality.

This amount shall be payable directly to the Municipality by the Contractor prior to each subsequent visit.

"PSL 7.3.5\*      Removal of Test Equipment

Upon the successful completion of the leakage test the new reticulation will be deemed to be Municipal property and the Contractor shall not carry out any work on the pipes apart from the disconnection of his pump, the completion of the backfilling to the pipeline and construction of the hydrant and valve chambers and connecting in the new reticulation as soon as possible and the Contractor shall supply such materials, pipes and specials as detailed by the Employer. The completion of backfill at the connection points and the surface restoration / reinstatement shall be carried out by the Contractor."

"PSL 7.5\*      DEFECTS LIABILITY PERIOD

Should leaks or defects develop during the Defects Liability Period they shall be rectified by the Municipality at the Contractor's expense. This will include the cost of re-testing and subsequent sterilization. During the Defects Liability Period the Municipality may carry out further pressure tests on the whole or part of the new reticulation and any necessary remedial work shall be carried out at the Contractor's expense."

**PSL 8      MEASUREMENT AND PAYMENT**

PSL 8.1      GENERAL

Replace the second sentence of this subclause with the following:

"No payment will be made for depths of excavation in excess of those specified unless ordered in writing by the Employer."

Amend the heading of subclause 8.2.1 as follows:

"PSL 8.2.1      Collect, lay, joint, bed and test pipes complete with couplings and including disinfections ... Unit: m"

Add the following:

"Couplings shall be held to include compression couplings required to join lengths of HDPE pipeline.

The rate tendered shall further cover the cost of the work provided for under 8.2.4, and with respect to testing, the supply and installation of all equipment, fittings and specials required, as well as the cost of water drawn (Refer PS 6.1). The measured quantity of pipe length will not, except for the payment of materials on site, be measured for payment until the length under consideration has been accepted in terms of subclause 7.3, PSL 7.3.1 and PSL 7.3.3. Refer also PS 8.3."

Amend the heading of subclause 8.2.2 as follows:

"PSL 8.2.2      Extra over 8.2.1 for the supplying, laying, jointing, bedding and testing of specials complete with Couplings  
Unit: No

Add the following:

"The rate tendered shall also as applicable cover the cost of the provision of corrosion protection as specified in PSL 3.9.1, PSL 3.9.6 and PSL 3.9.7."

PSL 8.2.3      Extra over 8.2.1 for the supplying, fixing and bedding of valves      Unit: No

Add the following:



Add the following:

"For the purposes of this clause uPVC pipes shall be classified as flexible pipes."

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 3.5\*        BEDDING IN WATERLOGGED CONDITIONS

Where ordered by the Employer a bedding cradle of the specified thickness, comprising of 6,7mm concrete stone complying with SABS 1083, shall be used in waterlogged conditions."

## **PSLB 5            CONSTRUCTION**

PSLB 5.1.1.2     Bottom

Add the following:

"Where expansive clay is encountered in the trench bottom, the selected fill blanket shall comprise of selected granular material."

PSLB 5.2           PLACING AND COMPACTING OF RIGID PIPES

Stormwater pipes shall be bedded as specified for rigid pipes unless otherwise indicated on the drawings or ordered by the Employer.

PSLB 5.3           PLACING AND COMPACTING OF FLEXIBLE PIPES

Notwithstanding the provisions of this subclause, the bedding for flexible pipes shall be constructed to the dimensions shown on the Drawings and by using the bedding material specified (refer also PSLB 5.1.2).

## **PSLB 8            MEASUREMENT AND PAYMENT**

PSLB 8.1.3        Volume of bedding materials

Notwithstanding the provisions of this subclause, the volume of bedding will be computed from the dimensions shown on the Drawings.

Replace the last sentence with the following:

"No allowance will be made for bulking of material or any additional volume of bedding material required due to over break or any other cause.

Further, the volume of bedding displaced by the pipeline will not be measured for payment."

PSLB 8.1.5        Disposal of displaced material

Replace the contents of this Clause 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 shall be payable for such material."

PSLB 8.2.2.3     From commercial sources

(c)\* 6,7 mm concrete stone to SABS 1083

Unit: m<sup>3</sup>

Add the following to the end of this Clause:

"Commercial sources shall include off-site sources located by the Contractor."

PSLB 8.2.4        Encasing of pipes in concrete

Unit: m<sup>3</sup>

The item volume for concrete encasement to the pipes will be computed from the dimensions of the concrete as given on the drawings.

The concrete shall be 20 MPa concrete with 19mm stone. The rate shall cover the cost of dealing with any excavation (in all material including disposal of surplus) that is additional to that measured under the item for pipe trench excavation, the cost of encasing the pipe in concrete including the cost of formwork (if any), etc., and the cost of formwork to form flexible joints at each pipe collar or joint.

"PSLB 8.2.6\*      Supply and install geofabric material (Kaytech A2 or similar approved)..... Unit: m<sup>2</sup>

The unit of measurement shall be the square metre, measured in accordance with Subclause 8.2.4 of SABS 1200 DK.

## **PARTICULAR SPECIFICATIONS**

**The following particular specifications are included:**

### **PARTICULAR SPECIFICATION: PA**

#### **PA                      ENVIRONMENTAL MANAGEMENT (LIMITED)**

##### **PA 1                      SCOPE**

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment.

##### **PA 2                      NORMATIVE REFERENCES**

###### **PA 2.1                      SUPPORTING REFERENCES**

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a)                      Scope of Work;
- b)                      Construction Regulations, 2014, and
- c)                      Kougga Local Municipality Health and Safety Specification

##### **PA 3                      DEFINITIONS**

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

#### **Environment:**

The surroundings within which humans exist and that are made up of:

- i)                      the land, water and atmosphere of the earth;
- ii)                      micro-organisms, plant and animal life;
- iii)                      any part or combination of (i) and (ii) and the interrelationships among and between them; and
- iv)                      the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

#### **Potentially hazardous Substance:**

A substance that, in the reasonable opinion of the Employer, can have a deleterious effect on the environment.

#### **Method Statement:**

A written submission by the Contractor to the Employer in response to the Specification or a request by the Employer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employer when requesting the Method Statement, in such detail that the Employer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to: construction procedures, materials and equipment to be used, transportation of equipment/materials to and from site, movement of equipment/material on site, storage of materials on site, containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur, timing and location of activities, areas of non-compliance with the Specifications, and any other information deemed necessary by the Employer.

**Reasonable :**

Unless the context indicates otherwise, reasonable in the opinion of the Employer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No107,1998).

**Solid waste:**

All solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

**Contaminated water:**

Water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/personnel wash areas.

**Top material:**

The top 150 mm of soil (topsoil) and root material of cleared vegetation.

**PA 4 REQUIREMENTS**

**PA 4.1 MATERIALS**

**PA 4.1.1 Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chips, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

**PA 4.1.2 Hazardous substances**

Procedures detailed in the Material Safety Data Sheets (MSDSs) shall be followed in the event of an emergency situation.

Petroleum, chemicals, harmful and hazardous waste shall be stored in an enclosed and bunded area. This area shall be subject to the approval of the Employer. The waste shall be disposed of at a hazardous waste disposal site as approved by the Employer.

**PA 4.1.2.1 Shutter oil and curing compound**

Shutter oil and curing compound pose a risk of causing water and soil contamination and accordingly are regarded as potential hazardous substances. The Contractor shall ensure that shutter oil and curing compound containers in use are stored within the fuel bund. The remaining containers shall be inspected regularly to ensure that no leakage occurs. When shutter oil or curing compound is dispensed, the proper dispensing equipment shall be used, and the storage container shall not be tipped in order to dispense the oil/compound. The dispensing mechanism of the shutter oil/curing compound storage container shall be stored in a waterproof container when not in use.

Shutter oil and curing shall be used in moderation and shall be applied under controlled conditions using appropriate equipment. The Contractor shall take all reasonable precautions to prevent accidental and incidental spillage during the application of these compounds.

In the event of a shutter oil or curing compound spill, the source of the spillage shall be isolated, and the spillage contained. The Contractor shall clean up the spill, either by removing the contaminated soil or by the application of absorbent material in the event of a

larger spill. Treatment and remediation of the spill area shall be undertaken to the reasonable satisfaction of the Employer.

#### PA 4.1.2.2 Bitumen

The Employer shall be advised of the area that the Contractor intends using for the storage of bitumen drums/ products. The storage area shall have a smooth impermeable (concrete or 250 µm plastic covered in sand) floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substances. The bund shall be inspected and emptied daily, and serviced when necessary. The bund shall be closely monitored during rain events to ensure that it does not overflow.

### PA 4.2 PLANT

#### PA 4.2.1 Ablution facilities

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall prevent any littering on site and ensure that staff disposes of all litter (including leftover foodstuff) in the bins provided.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

#### PA 4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer has approved.

All solid waste shall be disposed of offsite at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal.

#### PA 4.2.3 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Employer immediately of any pollution incidents on Site. The Employer approval is required prior to the discharge of contaminated water to the Municipal sewer system.

#### PA 4.2.4 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

#### PA 4.2.5 Noise control

The applicable regulations framed under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the provisions of SANS 1200 A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A)Leq 60 above residual background sound levels. Similarly in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A)Leq 60 and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Employer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc. shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

#### PA 4.2.6 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

#### PA 4.2.7 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Specification Data, fuel may be stored on site in an area approved by the Employer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsters. The tanks/bowsters shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/ bowsters. The bunded area shall be covered to protect it from rain. Provision shall be made for refuelling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill. The Contractor shall obtain the Employer prior approval for any refuelling or maintenance activities.

#### PA 4.2.8 Workshop, equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Employer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Employer approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 µm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Drip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

#### PA 4.2.9 Dust

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Employer. The Contractor's dust management planning shall, as a minimum, take cognisance of the following:

- Schedule of spraying water on unpaved roads paying due attention to control of runoff.
- Speed limits for vehicles on unpaved roads and minimisation of haul distances.
- Measures to ensure that material loads are properly covered during transportation.
- Schedule for wheel cleaning and measures to clean up public roads that may be soiled by construction vehicles.
- Minimisation of the areas disturbed at any one time and protection of exposed soil against wind erosion, e.g. by dampening with water or covering with straw.
- Location and treatment of material stockpiles taking into consideration prevailing wind directions and location of sensitive receptors.
- Controlled blasting techniques to minimise dust and fly rock during blasting.
- Adherence to the dust loads and protective gear stipulated in the Occupational Health and Safety Act.
- Reporting mechanism and action plan in case of excessive wind and dust conditions.

During summer, a water tanker shall be permanently available for the control of dust generation, and the Contractor shall ensure that the sprays do not generate excess run off. During winter, provision shall be made for a tanker, as required by the Employer.

During high wind conditions, the Contractor shall comply with the Employer instructions regarding dust-dampening measures. The Employer may request the temporary cessation of all construction activities where wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

Vehicle speeds should not exceed 20km/h on dirt roads or when traversing unconsolidated or non-vegetated areas. Contractors shall develop and implement a programme for the monitoring of dust fallout in areas where dust generation may be expected.

#### PA 4.2.10 Trimming of the Site

The Contractor shall include the reinstatement of the owners verges when trimming the site.

### PA 4.3 METHODS AND PROCEDURES

#### PA 4.3.1 Method Statements

Any Method Statement required by this Specification, the Specification Data or the Employer shall be produced within such reasonable time as is required by this Specification, the Specification Data or the Employer. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Employer. Such approval shall not unreasonably be withheld.

Method Statements in respect of environment management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 3) Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
- 4) Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
- 5) Location of proposed site access routes and proposed traffic safety measures.
- 6) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
- 7) Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.
- 8) Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
- 9) Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency

procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

PA 4.3.2            Environmental awareness training

Not applicable on this Contract.

PA 4.3.3            Construction personnel information posters

Not applicable on this Contract.

PA 4.3.4            Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the Works. Site clearance shall occur in a planned manner and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be to the Employer approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited without the requisite permit from the local authority.

The Contractor shall strip the Top material within the working areas. The Top material shall be stockpiled separately from subsoil and used for subsequent rehabilitation and revegetation. Top material stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

PA 4.3.5            Site division

The Employer shall be advised of the area that the Contractor intends using for his site establishment. The Contractor's camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Employer.

The Contractor shall inform the Employer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbours.

PA 4.3.6            Site demarcation

As required by the Specification Data, the Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Employer. Such fences shall, if so specified, be erected before undertaking designated activities.

PA 4.3.7            "No go" areas

If so required by the Specification Data, certain areas shall be considered "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no unauthorised entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of construction and ensure that the danger tape does not become dislodged.

PA 4.3.8            Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

PA 4.3.9            Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

#### PA 4.3.10 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Employer immediately of such a discovery and carry out the Employer instructions for dealing therewith. All construction within the vicinity of the discovery shall cease immediately and the area shall be cordoned off until such time as the Employer authorises resumption of construction in writing.

The Employer will contact the relevant heritage authority.

#### PA 4.3.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilise existing roads or tracks. Entry/exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant.

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

#### PA 4.3.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Employer. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 µm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented.

Empty cement bags shall be stored in weatherproof containers to prevent windblown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers shall be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "readymix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "readymix" delivery shall be immediately cleared and disposed of via the solid waste management system.

#### PA 4.3.13 Earthworks

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities, particularly with regards to erosion and dust generation. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Employer.

#### PA 4.3.14      Pumping

Pumps shall be placed over a drip tray in order to contain fuel spills and leaks. The Contractor shall take all reasonable precautions to prevent spillage during the refuelling of these pumps.

The Contractor shall ensure that none of the water pumped during any dewatering activities, including well points, is released into the environment without the Employer approval. The Employer approval is required prior to the discharge of this water into the Municipal sewer system.

#### PA 4.3.15      Bitumen

Over spray of bitumen products outside of the road surface and onto roadside vegetation or the surrounding environment shall be prevented using a method approved by the Employer.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels and appropriate firefighting equipment shall be readily available.

Stone chip/gravel excess shall not be left on road / paved area verges. This shall be swept / raked into piles and removed to an area approved by the Employer.

Water quality from runoff from new/ fresh bitumen surfaces will be monitored visually by the Employer and remedial actions taken where necessary by the Contractor.

#### PA 4.3.16      Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Employer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

#### PA 4.3.17      Emergency procedures

The Contractor's procedures for the following emergencies shall include:

##### e)      Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

##### ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Employer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

#### PA 4.3.18      Community relations

Where applicable, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer.

Where applicable, the Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person

who made the complaint, and information regarding the complaint itself. The Contractor shall erect and maintain an information board at the access gate to the Site Office.

PA 4.3.19      Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Employer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer.

Any runnels or erosion channels developed during construction or during the defects liability period shall be backfilled and compacted. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. Consideration and provision shall be made for various methods, namely, brushcut packing, mulch or chip cover, straw stabilising (at a rate of one bale/ 20 m<sup>2</sup> and rotovated into the top 100 mm of the completed earthworks), watering, soil binders and anti-erosion compounds, mechanical cover or packing structures (e.g. Hessian cover).

Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised area shall be repaired and maintained to the satisfaction of the Employer.

PA 4.3.20      Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

PA 4.3.21      Recreation

If so required by the Specification Data, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

PA 4.3.22      Access to site

The Contractor shall ensure that access to the Site and associated infrastructure and equipment is off-limits to the public at all times during construction. If so required, as directed by the Employer, the Contractor shall fence the site to ensure effective control of access to the site. This fence shall be a diamond mesh fence or similar with a minimum height of 1.8 m, and it shall be erected around the site and shall be maintained for the duration of construction.

PA 4.3.23      Crane operations

Drive plants shall be well maintained and drip trays shall be positioned at potential leak areas. Over-greasing of crane cables shall be avoided.

Movement and lifting of hazardous materials shall be undertaken such that they do not cause a pollution, spillage or safety risk (in particular where concrete buckets are in use).

PA 4.3.24      Trenching

Trenching for services shall be undertaken in accordance with the engineering specifications with the following environmental implications, where applicable:

- a) Soil shall be excavated and used for refilling trenches i.e. soil from the first trench shall be excavated and stockpiled, thereafter soil from the second excavated trench length shall be used to backfill the trench behind it once the services have been laid. The last trench shall be filled using the soil stockpiled from the first trench.
- b) Trench lengths shall be kept as short as practically possible before backfilling and compacting.
- c) Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion.

PA 4.3.25      Demolition

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Employer.

All buildings older than 60 years require a permit from South African Heritage Resources Agency in terms of the National Heritage Resources Act (no. 25 of 1999). A demolition permit is also required from the local authority in terms of the National Building Regulations.

PA 4.3.26      Drilling and jack hammering

The Contractor shall take all reasonable measures to limit dust generation and noise as a result of drilling operations. The Contractor shall ensure that no pollution results from drilling operations, either as a result of oil and fuel drips, or from drilling fluid.

Any areas or structures damaged by the drilling and associated activities shall be rehabilitated by the Contractor to the satisfaction of the Employer.

PA 4.3.27      Stockpiling

The Employer will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance. Stockpiles shall be so placed to occupy minimum width compatible with the natural angle of repose of material, and measures shall be taken to prevent the material from being spread over too wide a surface. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

Top material stockpiles shall not be covered with any material (e.g. plastic) that may kill seeds or cause it to compost. If the stockpiles start to erode significantly or cause dust problems, they shall be covered with hessian. Where practical, Top material shall not be left for longer than six to eight months before being used for rehabilitation. If stored for longer than six months, the Top material shall be analysed and, if necessary, upgraded before placement.

PA 4.3.28      Site closure and rehabilitation

Any areas that the Employer believes may have been impacted upon or disturbed, shall be rehabilitated to the satisfaction of the Employer, which includes all areas where Top material has been stripped. Once construction is complete the Contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area as it was prior to construction. The composition of vegetation to be used for any rehabilitation shall be as specified in the Specification Data.

The Contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed with the Employer.

All rehabilitated areas shall be considered "no go" areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

PA 4.3.29      Temporary revegetation of the areas disturbed by construction.

Where there is likely to be a delay of greater than two weeks in the landscaping and revegetation of a disturbed area or where that site is likely to be the subject of further construction activities at a later stage, the Contractor shall ensure that the area is temporarily revegetated to combat dust generation and prevent erosion. This revegetation shall occur incrementally immediately upon completion of the construction activities at the subject location.

Prior to revegetation structures and material not forming part of the Permanent Works, including remnants of building materials, concrete foundations, timber and other foreign debris, shall be removed and disposed of via the solid waste management system. The area shall be revegetated as follows:

- a) The surface shall be levelled by hand or machine as far as practically possible.
- b) Alien vegetation shall be cleared by cutting the plants off at ground level and painting the stump with 0.5% Garlon in diesel.
- c) For areas with a slope of greater than 1:3, straw shall be utilised as a binding material to stabilise the soil during revegetation and rehabilitation of the site. Straw shall consist of natural, dried fibres of hay or chaff of various lengths between 50 mm and 400 mm, delivered to Site in bales and shall be applied evenly by hand or machine at a rate of 1 bale per 20 m<sup>2</sup> over the area to be revegetated.

It shall then immediately be rotovated into the upper 100 mm layer of soil.

d) The prepared area shall be hydro- or hand-seeded at a rate of 40 kg/ha using Rye grass (*Lolium multiflorum*). In the event of hand-seeding, the seed mixture as specified shall be mixed with two parts per volume of clean dry plaster sand, then divided in half and applied evenly in two successive applications, one after the other, by means of an approved hand seeding machine (known colloquially as a "tef saaiër"). On completion of the seeding the surface shall be lightly raked to cover the seed with no more than 5 mm of soil.

e) Water used for the irrigation of vegetated areas shall be free of pollutants that will have a detrimental effect on the plants. The vegetated area shall only be watered once, immediately following seeding. Watering should be carried out from a tanker, using a fine nozzle spray to avoid erosion and disturbance of the vegetation. Water for irrigation purposes may not be drawn from any water body.

No construction equipment, vehicles or unauthorised personnel shall be allowed onto areas that have been vegetated. Only persons or equipment required for the preparation of areas, application of fertiliser and maintenance of revegetated area shall be allowed to operate on these areas.

#### PA 4.3.30 Temporary site closure

If the site is closed for a period exceeding one week, the Contractor, in consultation with the Employer shall carry out the following checklist procedure.

##### **Hazardous materials stores**

Outlet secure/ locked  
Bund empty (where applicable)  
Fire extinguishers serviced and accessible  
Secure area from accidental damage e.g. vehicle collision  
Emergency and contact details displayed  
Adequate ventilation

##### **Safety**

All trenches and manholes secured  
Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1993)  
Emergency and management contact details displayed  
Pipe stockpile wedged/ secured

##### **Erosion**

Wind and dust mitigation in place  
Slopes and stockpiles at stable angle  
Revegetated areas watering schedules and supply secured

##### **Water contamination and pollution**

Cement and materials stores secured  
Toilets empty and secured  
Refuse bins empty and secured  
Drip trays empty and secure (where possible)  
Structures vulnerable to high winds secure

#### **PA 5 COMPLIANCE WITH REQUIREMENTS AND PENALTIES**

##### **PA 5.1 COMPLIANCE**

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part

to do so will entitle the Employer to certify the imposition of a penalty as detailed below.

#### PA 5.2 Penalties

Penalties will be issued for certain transgressions. Penalties may be issued per incident at the discretion of the Employer. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Employer will inform the Contractor of the contravention and the amount of the penalty, and shall be entitled to deduct the amount from monies due under the Contract.

Penalties will be issued for the transgressions listed below. Penalties may be issued per incident at the discretion of the Employer. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Penalties for the activities detailed below, will be imposed by the Employer on the Contractor.

|    |                                                                                                                                                                |         |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| a) | Any employees, vehicles, plant, or thing related to the Contractor's operations operating within the designated boundaries of a "no-go" area.                  | R 2 000 |
| b) | Persistent and un-repaired oil leaks from machinery.                                                                                                           | R 1 000 |
| c) | Persistent failure to monitor and empty drip trays timeously.                                                                                                  | R 1 000 |
| d) | The use of inappropriate methods for refuelling.                                                                                                               | R 1 000 |
| e) | Litter on site associated with construction activities.                                                                                                        | R 500   |
| f) | Deliberate lighting of fires on site.                                                                                                                          | R 5 000 |
| g) | Failure to implement specified noise controls, particularly during blasting                                                                                    | R 1 000 |
| h) | Failure to empty waste bins on a regular basis.                                                                                                                | R 1 000 |
| i) | Inadequate dust control.                                                                                                                                       | R 2 500 |
| j) | Employees urinating or defecating anywhere on site other than the site ablution facilities.                                                                    | R 500   |
| k) | A spillage, pollution, fire or any damage to any water course or surrounding environment resulting from negligence on the part of the Contractor or his staff. | R 5 000 |

For each subsequent similar offence the fine will be doubled in value to a maximum value of R 30 000.

The Employer shall be the judge as to what constitutes a transgression in terms of this clause, subject to the provisions of Clause 10.2.1 of the General Conditions of Contract. In the event that transgressions continue the Contractor's attention is drawn to the provisions of Subclauses 4.11 and 9.2.1 of the General Conditions of Contract under which the Employer may remove an individual from site or terminate the Contract.

#### PA 5.3 Removal from site and suspension of Works

The Employer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. Subclause 4.1.9 of this Specification requires that all Plant be in good working order, and accordingly the Employer may order that any Plant not complying with the Specifications be removed from Site. Where the Employer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

#### PA 6 **TOLERANCES**

Not applicable.

#### PA 7 **TESTING/QUALITY CONTROL**

Not applicable.

#### PA 8 **MEASUREMENT AND PAYMENT**

##### PA 8.1 **BASIC PRINCIPLES**

##### PA 8.1.1 General

Except as specified below, or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities

completed by the Contractor when submitting his tender.

PA 8.1.2            All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of this Environmental Management specification will be measured and paid as a sum.

The tendered sum shall cover the cost of with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the Works as specified, described in the Bill of Quantities or shown on the Drawing(s).

PA 8.1.3            Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

PA 8.2              BILLED ITEMS

PA 8.2.1            Method Statements: Additional work

No separate measurement and payment will be made for the provision of Method Statements but, where the Employer requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

PA 8.2.2            All requirements of the environmental management specification                      Unit: Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum.

The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for 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).

PA 8.2.3            Trimming of the Site                                      Unit: Sum

A lump sum shall be tendered for trimming of site. Payment shall only be effected after issuing of the practical completion certificate and under no circumstances will part payments be made while construction works is still in progress.(PA 4.2.10)

**PARTICULAR SPECIFICATION: PB**

**HEALTH AND SAFETY SPECIFICATIONS**

**PARTICULAR SPECIFICATION: PC**

Standard Health & Safety requirements need to be met.

## **C3.5: MANAGEMENT**

### **C3.5.1 MANAGEMENT OF THE WORKS**

#### **C3.5.1.1 Applicable SANS standards**

As specified under Clause C3.4

#### **C3.5.1.2 Particular / generic specifications**

As specified under Clause C3.4

#### **C3.5.1.3 Planning and Programming**

Refer Clause 5.6 of the Conditions of Contract.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clauses 5.12 of the Conditions of Contract or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Employer shall have no contractual significance other than that the Employer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer to instruct the Contractor to vary the programme if necessary.

#### **C3.5.1.4 Sequence of the works**

To be determined by the Contractor.

#### **C3.5.1.5 Software application for programming**

Not applicable.

#### **C3.5.1.6 Methods and Procedures**

The Works shall be executed in terms of the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### **C3.5.1.7 Quality plans and control**

Refer the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### **C3.5.1.8 Environment**

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

#### **C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor**

The Contractor shall carry out, erect and maintain such temporary works and provide all temporary road signs, pipes, deviations, warning boards, barricades, signs, lighting and demarcations and the like, as are necessary to maintain and safeguard the normal flow of public and private vehicular and pedestrian traffic.

Work shall be undertaken in accordance with the S.A. Road Traffic Signs Manual and Road Signs Note No. 13, Roadwork (CSRA-CUTA Road Traffic Signs Sub-Committee).

#### **C3.5.1.10                      Recording of weather**

Refer C3.4.10.

#### **C3.5.1.11                      Format of communications**

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) Daily Register of labour and plant status.
- (f) One full set of Contract Drawings and documents.
- (g) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer at all times.

#### **C3.5.1.12                      Key personnel**

Key personnel shall be on site at all times to control and supervise construction activities.

#### **C3.5.1.13                      Management meetings**

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract meeting shall be held on site. This meeting shall be chaired by the Employer.

#### **C3.5.1.14                      Forms for contract administration**

The Employer, the Contractor and the Employer shall operate and maintain their own individual contract administration systems.

#### **C3.5.1.15                      Electronic payments**

The Contractor must ensure that all interim payment certificates are accompanied by a Tax Invoice, with the Contractor's and the Employer's VAT Registration numbers printed thereon, to ensure timeous payment of the certificate. Contractors must allow 30 days from date of invoice for the payment to be effected.

Contractors wishing to be paid electronically must ensure that their correct banking details are also printed on their Tax Invoice.

#### **C3.5.1.16                      Daily records**

A complete set of daily records indicating labour and plant on site, weather, work performed and any safety incidents, is to be kept on site and must be available for perusal by the Employer at all times.

#### **C3.5.1.17                      Bonds and guarantees**

As specified elsewhere.

#### **C3.5.1.18                      Payment certificates**

As specified elsewhere.

#### **C3.5.1.19 Permits**

Not applicable.

#### **C3.5.1.20 Proof of compliance with the law**

As specified elsewhere.

#### **C3.5.1.21 Insurance provided by the employer**

As specified elsewhere.

#### **C3.5.1.22 “As built information”**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Employer. The Contractor must provide as-built survey information in digital format. In addition, the Contractor shall provide a copy of all quality control test results signed off by the Employer as part of the as-built information submission.

The Completion Certificate shall only be issued after the Employer has received a properly completed set of "As Built" drawings and signed off test results from the Contractor. This set of information shall be approved and signed by the Contractor's Contracts Manager. A separate measurement item has been allowed for under Section 1 of the Bill of Quantities to fulfil the requirements of this clause. No additional payment will be entertained as a result of this requirement.

#### **C3.5.1.23 Testing**

##### Process control

The Contractor shall arrange for all tests required for process control to be done by an accredited laboratory acceptable to and approved by the Employer.

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

##### Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer for acceptance control. However, before accepting any work, the Employer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

#### **C3.5.1.24 Management of EME's/QSE's**

The monthly fee shall include full compensation for all guidance, mentoring, training, supervision, setting out and monitoring activities that may be deemed necessary to ensure the Works carried out by EME's/QSE's are in accordance with the technical and OHS specifications and within the agreed timeframes.

#### **C3.5.1.25 Provisional Sum for the Variation in Rates**

Works packages will be negotiated with the EMEs/QSEs and any variance in the Contractor's agreed rates and the EMEs/QSEs rates, both positive and negative will be set off under a provisional item included in the Preliminary and General section of the Bill of Quantities.

### **C3.5.2 HEALTH AND SAFETY**

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specification PD.

#### **C3.5.2.1 Health and safety requirements and procedures of the employer**

- (a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and

procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Construction Regulations 2014 (Notice No 10113, dated 7 February 2013) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014).

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **C3.5.2.2 Protection of the public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

#### **C3.5.2.3 Barricades and lighting**

As specified elsewhere.

#### **C3.5.2.4 Traffic control on roads**

As specified elsewhere.

**C3.5.2.5 Measures against disease and epidemics**

As specified elsewhere.

**C3.5.2.6 Aids awareness**

Not applicable.

|                                                 |
|-------------------------------------------------|
| <b>C3.6: HEALTH &amp; SAFETY SPECIFICATIONS</b> |
|-------------------------------------------------|

**PROJECT HEALTH AND SAFETY SPECIFICATION**

No Health and Safety Specifications or Risk Assessment documentation is available for this project.

The Contractor shall comply with all relevant requirements of the Site-Specific Project Health and Safety Specifications and the cost of so doing shall be measured and paid as specified in PSA 8.3.5 and PSA 8.4.6.

The OHS File must be approved by the Kouga Local Municipality, or their appointed OGS Agent, prior to the commencement of any construction activities.

THE CONTRACT

PART 4 (OF 4): SITE INFORMATION

- C4.1Scope
- C4.2Nature of ground and sub-soil conditions

#### **C4.1 SCOPE**

For the purposes of the Contract it will be deemed that, prior to submitting his Tender, the Contractor has acquainted himself fully with the information and data provided within the specifications.

The Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

#### **C4.2 SUB-SOIL CONDITIONS**

A Geotechnical Report can be made available on request.

No new Test Pits were excavated. Material on site is expected to be hard to rocky.

**APPENDIX A**  
**BILL OF QUANTITY**

|                                                                                 |
|---------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>APPENDIX B</b><br/><b>TENDER DRAWINGS</b></p> |
|---------------------------------------------------------------------------------|

List of Tender Drawings:

- a) Waterline delineation from Gill Marcus to Donkerhoek Site
- b) 600x600 Chamber Manhole Cover
- c) Isolation Valve Chamber
- d) Pressure Reducing Valve
- e) Scour Valve Chamber
- f) Thrust Block
- g) Typical Pipe Trench and Pipe Route Marker
- h) Typical Stand Tap
- i) Typical Valve Chamber

Note: More Drawings may be made available to the successful bidder.