
TENDER NO. G658/01

TENDER DOCUMENT

for CIVIL ENGINEERING SERVICES AND ANCILLARY WORKS

FOR THE RECONSTRUCTION

OF EXISTING MAIN SERVICE ROADS

FOR THE GARDEN ROUTE MALL, GEORGE

(Bitumen road surfaces to be replaced with concrete)

Compulsory Clarification Meeting:

10h00 on Wednesday 18 August 2021

in the McDonalds parking area at the Garden Route Mall

Tender Closing Date:

10h00 on Friday 27 August 2021

at the offices of S&Z Consulting (Pty) Ltd

NAME OF TENDERER: _____

Tender Amount ⁽¹⁾ (VAT Inclusive)	Completion Period ⁽²⁾

Notes:

(1) from Form of Offer

(2) from Contract Data

ISSUED BY:

Attacq Retail Fund (Pty) Ltd
P O Box 12001
GEORGE
6530

PREPARED BY:

S&Z Consulting (Pty) Ltd
11 Windsor Street
6530 GEORGE
Tel: +27 44 873 0149
Contact Person: IM Zaaiman
naas@szc.co.za

SCHEDULE OF DOCUMENTS

The following documents will form part of the contract:

- A. AVAILABLE FROM THE SOUTH AFRICAN FEDERATION OF CIVIL ENGINEERING CONTRACTORS (SAFCEC) AND THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING (SAICE)**
 - 1. General Conditions of Contract for Construction Works (3rd Edition 2015)
 - 2. Standardised Specifications for Civil Engineering Construction, SABS 1200
 - 3. CIDB Standard for Uniformity in Construction Procurement (July 2015)
- B. ISSUED TO TENDERERS**
 - 1. Bound documents comprising the following:

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THE TENDER

PART T1

TENDERING PROCEDURES

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T1.1 TENDER NOTICE

Tender advertised	n/a
Clarification meeting	10h00 on Wednesday 18 August 2021
Venue for clarification meeting	Tenderers to meet in the McDonald's parking area at the Garden Route Mall
Closing date	10h00 on Friday 27 August 2021
Closing venue	Offices of S&Z Consulting (Pty) Ltd 11 Windsor Street Dormehlsdrift GEORGE 6529

T1.1 INVITATION TO TENDER

Tenders are hereby invited for **Civil Engineering Services and Ancillary Works for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George** (Bitumen road surface to be replaced with concrete).

It is estimated that tenderers should have a **CIDB contractor grading designation of 6CE or higher**. Only tenderers with prior proven experience in earthworks, roadworks, storm water, services (sewer, water), perimeter fencing and gates, may submit tenders.

Tender documents will be available at the offices of **S&Z Consulting (Pty) Ltd, 11 Windsor Street, George**.

A **compulsory clarification meeting** with representatives of the Employer will take place as stipulated in the Tender Notice.

Queries relating to the tender specifications may be addressed to **Mr IM Zaaiman of S&Z Consulting (Pty) Ltd** at 044-873-0149 or e-mail naas@szc.co.za.

Fully completed tenders, marked with the contract number, must be handed in in a sealed envelope at the offices of **S&Z Consulting (Pty) Ltd, 11 Windsor Street, Dornehisdrift, George** before or at **10h00 on Friday 27 August 2021** after which tenders will be opened in public.

Electronic format of tenders or faxes will **NOT** be accepted and incomplete tenders and/or tenders received late will not be considered. The Employer reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting the lowest tender or any tender or awarding a contract to the bidder scoring the highest number of points if applicable.

Note: An original, valid Tax Clearance Certificate and copies of Directors' and owners' Identity Documents must be submitted with the documentation.

T1.2 TENDER DATA

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T1.2 TENDER DATA

GENERAL, TENDERER'S OBLIGATIONS, EMPLOYER'S UNDERTAKINGS & ADDITIONAL CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 as well as Annex F of CIDB Standard for Uniformity in Construction Procurement (July 2015).

The standard conditions of tender for procurements 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 for procurements other than disposals.

Each item of data given below is cross-referenced to the clause in the standard conditions tender to which it mainly applies.

F.1 GENERAL

F.1.1 ACTIONS

Add the following to clause F.1.1:

The Employer is **Attacq Retail Fund (Pty) Ltd, P O Box 12001, George, 6530.**

F.1.2 TENDER DOCUMENTS

Add the following to clause F.1.2:

Tender documents are obtainable from the offices of **S&Z Consulting (Pty) Ltd, 11 Windsor Street, George.**

F.1.3 INTERPRETATION

Delete sub-clause F.1.3.2

F.1.4 COMMUNICATION AND EMPLOYER'S AGENT

Add the following to clause F.1.4:

Attention is drawn to the fact that verbal information, given by the Employer's Agent 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. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the tender document.

Writing shall be in the English and/or Afrikaans language.

The Employer's Agent is: Mr IM Zaaiman or his representative
S&Z Consulting (Pty) Ltd
P O Box 2732, George, 6530
Tel: +27 44 873 0149
e-mail: naas@szc.co.za

F.2 TENDERER'S OBLIGATIONS

F.2.1 ELIGIBILITY

Add the following to clause F.2.1:

Tenderers require a **6 CE CIDB** contractor grading to be eligible for this contract.

F.2.6 ACKNOWLEDGE ADDENDA

Add the following to clause F.2.6

Addenda/amendments to the tender documents will be issued to the tenderers in the form of Notices to Tenderers and such addenda will form part of the tender documents. Addenda shall be acknowledged by tenderers, signed, dated and returned with the tender documents.

F.2.7 SITE VISIT & CLARIFICATION MEETING

Add the following to clause F.2.7

The arrangements of a compulsory site visit and clarification meeting are as stipulated in the Invitation to Tender.

A person who is suitably qualified and experienced to comprehend the implications of the work involved must represent tenderers at the site visit and/or clarification meeting. **Attendance of the meeting is mandatory and a tender will be disqualified if the site visit and/or clarification meeting is not attended by a representative of the tenderer.**

Minutes of the meeting(s) and answers given to queries at any time prior to tender closing shall not be binding, nor have any contractual significance unless confirmed in writing in Notices to Tenderers or Addenda.

F.2.8 SEEK CLARIFICATION

Add the following to clause F.2.8:

Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Engineer as early as possible during the tendering period.

The Contractor shall rectify at his own cost any work not complying with the contract documents and drawings due to the incorrect interpretation of the specifications and drawings.

F.2.10 PRICING OF THE TENDER OFFER

Add the following sub-clauses to clause F.2.10:

F.2.10.5 The Bill of Quantities shall be fully priced and totalled in the Rand currency of the Republic of South Africa to show the amount of the tender and the summary thereof shall be signed.

F.2.10.6 The tenderer must price each item in the Bill of Quantities and where it is his intention not to make any charge in respect of any item, then the word "Nil" must be clearly written in the rate and amount columns opposite such item.

No unauthorised alteration shall be made to the document. A tender shall not be considered if alterations have been made to the Bill of Quantities or if any particulars required therein

have not been completed in all respects. If any such amendment is made or if the Bill of Quantities is not fully priced, extended, totalled and properly completed, the tender may be rejected.

Mistakes made by the tenderer in the completion of the Bill of Quantities, forms, etc shall not be erased. A line shall be drawn through the incorrect entry and the correction shall be written above and the inscription initialled by the tenderer. Failure to observe this rule may lead to the tender being disqualified.

F.2.10.7 Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be exclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the final Summary of Bill of Quantities and the total Tender Sum inclusive of VAT carried to the Form of Offer.

F.2.10.8 The tenderer shall enter a unit rate or price to each item in the Bill of Quantities, whether quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for when executed, but will be regarded as covered by the other rates or prices.

F.2.12 ALTERNATIVE TENDER OFFERS

Add the following sub-clause to clause F.2.12:

F.2.12.4 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offers are:

- Reduced contract time
- Cost saving
- Specialised construction method or technique

If a tenderer wishes to submit for consideration any alternative method of construction or any other variation, a separate copy of the Form of Offer and Acceptance shall be completed for each alternative tender offer and each alternative tender offer shall be accompanied by a separate schedule, complete and priced itemised bill/Bill of Quantities and the salient features noted on Schedule C: Alterations by Tenderer.

F.2.13 SUBMITTING A TENDER OFFER

Add the following to sub-clause F.2.13.1:

The tender offer shall be submitted, signed and witnessed on the Form of Offer and Acceptance incorporated in Part C1 of the document. Tenderers shall complete and sign all the required tender forms, contract data, bill of quantities, certificates, data sheets, affidavits, priced bill of quantities and information sheets contained in the tender document.

Add the following to sub-clause F.2.13.2:

Tenders shall be ineligible for consideration unless tenders are correctly completed and submitted on the form of offer, contract data, schedules, certificates, data sheets, affidavits and bill of quantities bound in the tender documents. Where the space provided in the bound documents is insufficient, separate data sheets may be drawn up in accordance with the given formats. These data sheets shall then be signed, bound together with a suitable contents page and submitted with the tender.

In addition, any Notices to Tenderers or addenda issued to tenders during the tender period shall be completed, signed and returned with the tender document. Failure to return the Notices to Tenderers or addenda will result in the tender being disqualified.

Replace sub-clause F.2.13.3 with the following:

Submit the tender offer communicated on paper as the original in the tender document (no copies are required) with all the required information and complete in all respects, and the parts of the tender offer communicated electronically in the same format as they were issued by the Employer.

Add the following to sub-clause F.2.13.4:

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to sub-clause F.2.13.5:

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer packages are as follows:

Locality: **Offices of S&Z Consulting (Pty) Ltd, 11 Windsor Street, George.**

Identification details: **Tender No. G658/01**

Name and address of tenderer: **(to be inserted by tenderer)**

Replace sub-clause F.2.13.6 with the following:

A two-envelope system will not be followed.

F.2.15 CLOSING TIME

Add the following to sub-clause F.2.15:

The closing time for submission of tender offer is as stipulated in the Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

F.2.16 TENDER OFFER VALIDITY

Add the following to sub-clause F.2.16

The tender offer validity period is **60 (sixty) days**.

F.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

Add the following to sub-clause F.2.17:

A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of **7 (seven) days** of having been notified in writing by the Employer to justify any specific rates or lump sums (ie to provide a financial breakdown of

how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.20 SUBMIT SECURITIES, BONDS, POLICIES, ETC

Add the following to sub-clause F.2.20:

The successful tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

F.2.23 CERTIFICATES

Add the following to sub-clause F.2.23:

An original Tax Clearance Certificate that is valid for the duration of the validity period of the contract shall be submitted. Should this not be done, the tender will be considered non-responsive.

Each party to a consortium/joint venture shall submit a separate valid Tax Clearance Certificate.

F.3 EMPLOYER'S UNDERTAKINGS

F.3.4 OPENING OF TENDER SUBMISSIONS

Add the following to sub-clause F.3.4:

The date, time and location for the opening of tender offers is as per the Tender Notice (T1.1).

F.3.5 TWO-ENVELOPE SYSTEM

Replace sub-clause F.3.5 with the following:

A two-envelope system will not be followed.

F.3.8 TEST FOR RESPONSIVENESS

Add the following to sub-clause F.3.8:

A tender shall be considered responsive if it meets the following criteria:

- i) The tender must be received in the manner as stated in clause F.2.13
- ii) An original valid Tax Clearance Certificate must be submitted as stated in clause F.2.23
- iii) The tender shall be submitted as per the requirements in clause F.2.13
- iv) The original tender document must be **completed fully in black ink** and signed by the authorised signatory to validate the tender
- v) The tenderer shall adhere to the tender data and conditions of tender

F.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

Amend sub-clause F.3.9.2 to read as follows:

"The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected;
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.4 ADDITIONAL CONDITIONS OF TENDER

F.4.1 DEFINITIONS

As per SANS 10403:2003 (Edition 1)

F.4.1.1 BILL OF QUANTITIES

Document that lists the items of work and the quantities and rates associated with each item to allow contractors to be paid at regular intervals and amount equal to the agreed rate for the work multiplied by the quantity of work completed.

F.4.1.2 CONTRACT DATA

Document that lists the items of work and the quantities of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

F.4.1.3 CONTRACTOR

Natural or juristic person or partnership who contracts to provide the supplies, services or engineering and construction works covered by the contract.

F.4.1.4 EMPLOYER

Natural or juristic person or partnership entering into the contract with the contractor for the provision of supplies, services, or engineering and construction works.

F.4.1.5 FORMS OF OFFER AND ACCEPTANCE

Documents that formalise the legal process of offer and acceptance.

F.4.1.6 LIST OF RETURNABLE DOCUMENTS

Document that lists everything the employer requires a tenderer to submit with his tender submission.

F.4.1.7 PRICING INSTRUCTIONS

Document that provides the criteria and assumptions which it will be assumed in the contract that the tenderer has taken into account when developing his prices, or target, in the case of target cost contracts.

F.4.1.8 RETURNABLE SCHEDULE

Document that a tenderer is required to complete for the purpose of evaluating tender offers or a document which, when a tender offer is accepted, forms part of the subsequent contract.

F.4.1.9 TENDERER

Natural or juristic person or partnership who submits a tender offer.

F.4.1.10 TENDER DATA

Document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers.

F.4.2 TENDER DEPOSIT

All deposits and payments shall be made in the currency of the Republic of South Africa (Rand) and cheques shall be made payable to the Employer. The Employer will be entitled to cash all cheques.

F.4.3 PROCUREMENT POLICY

The procurement policy of the Employer, as bound into this document, will be utilised for this tender.

F.4.4 WITHDRAWAL OF TENDERS

In the event of the tender being withdrawn after the time specified for the receipt of tenders, or if when notified that his tender has been accepted, the tenderer fails to provide the specified institutional guarantee and to sign the contract within the time specified or such extended period as the Employer may have allowed, or if the tenderer fails to execute the service in terms of his tender, he shall be liable for any additional expense incurred by reason of the Employer having to call for fresh tenders or having to accept any less favourable tender.

F.4.5 RETURNABLE SCHEDULES TO BE COMPLETED BY THE TENDERER

These schedules are included in Part T2 of this document.

F.4.6 SIGNING OF CONTRACT

The successful tenderer shall sign the contract agreement within **a period of 14 (fourteen) days** after receiving notification that his tender has been accepted in the Letter of Acceptance.

The tender must be signed by one duly authorised to do so. A tender submitted by a corporation must bear the seal of the corporation and be attested by its secretary. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Should a tenderer withdraw his tender during the period of its validity, or give notice of his inability to execute the contract or fail to execute the contract, or fail to sign the contract agreement within the stipulated period or furnish the required guarantee within the period fixed

in the contract data or any extended time agreed to by the Employer, then he shall be liable for and pay to the Employer all expenses incurred in calling for fresh tenders and/or accepting any less favourable tender.

F.4.7 FINANCIAL INVESTIGATION

The tenderers must be prepared to furnish the following documentation at own cost **within 7 (seven) days** of being called upon to do so:

1. Audited financial statements for the past three financial years plus a certified financial statement covering the period from the end of the last financial year to date. If audited statements are not readily available, provisional certified statements must be submitted. Such certified statements must be accompanied by:
 - A resolution of the board of directors authorising the signatory to certify such statements
 - An extract of the relevant memorandum and articles of association from which it is clear that the company is empowered to issue such a statement
2. In the event of the company's contractual obligations being guaranteed by another company or other companies, the following must be furnished:
 - A resolution of the board of directors of the backing company/companies granting authority for such guarantee
 - An extract from the relevant memorandum and articles of association of the backing company/companies is/are empowered to issue such guarantee.
 - Details of the relevant guarantee, ie period of validity, to what extent guaranteed, the source of funds and the precise nature of the company's obligations.
 - Audited financial statements in respect of the back company/companies on the same basis as set out in paragraph 2.3(1).
3. A list of all major shareholders indicating the percentage shareholding of each.
4. Cash-flow details reflecting anticipated receipts and expenditure during the contract period, in respect of:
 - (a) the specific contract, and (b) all other contracts.

T2

RETURNABLE DOCUMENTS

DESCRIPTION	PAGE
T2.1 Checklist of Returnable Documents	T2-2
T2.2 Returnable Schedules	T2-4
T2.3 Returnable Documents	T2-15

Tenderers must complete the Returnable Schedules in **BLACK INK**.

Tenderers must complete the Returnable Schedules fully and attach ALL required substantiating and supporting documentation where required.

Failure to complete the Returnable Schedules fully and provide the substantiating and supporting documentation may lead to disqualification

T2.1 CHECKLIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents as part of Part T and Part C of the tender documents which form as a whole the returnable documents.

ITEM	DESCRIPTION	TENDERER CONFIRM WITH TICK
T2.2	Returnable Schedules required for tender evaluation purposes:	
Schedule A	Certificate of Authority for Signatory	_____
Schedule B	Certificate of Tenderer's Attendance at Clarification Meeting	_____
Schedule C	Work Carried Out by Tenderer	_____
Schedule D	Construction Equipment Available for Use on Works	_____
Schedule E	Alterations by Tenderer	_____
Schedule F	Proposed Personnel	_____
Schedule G	Proposed Sub-Contractors	_____
Schedule H	Dayworks Schedule	_____
Schedule I	Notices to Tenderers	_____
Schedule J	Confirmation of CIDB Contractor Registration	_____
Schedule K	Certificate of Authority for Signatory to Agreement in terms of Occupational Health & Safety Act 1993 (Act No. 85 of 1983)	_____
T2.3	Other documents required for tender evaluation purposes:	
Schedule L	Declaration of Good Standing regarding Tax (Tax Clearance Certificate attached)	_____
Schedule M	Copies of Directors' and Owners' Identity Documents	_____
Schedule N	B-BBEE Compliance (valid certificate attached)	_____
C.1	Agreements and Contract Data	
C1.1	Form of Offer and Acceptance	_____
C1.2	Contract Data	_____
C1.3	Pro Forms	_____
C1.3.1	Form of Guarantee	_____
C1.3.2	Certificate of Ownership of Material on Site	_____
C1.3.3	Health and Safety Forms	_____
C.2	Pricing Data	
C2.2	Bill of Quantities	_____

T2.2

Returnable Schedules

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Schedule A: Certificate of Authority for Signatory	T2-4
Schedule B: Certificate of Tenderer's Attendance at Clarification Meeting	T2-5
Schedule C: Work Carried Out by Tenderer	T2-6
Schedule D: Construction Equipment Available for Use on Works	T2-7
Schedule E: Alterations by Tenderer	T2-8
Schedule F: Proposed Personnel	T2-9
Schedule G: Proposed Sub-Contractors	T2-10
Schedule H: Dayworks Schedule	T2-11
Schedule I: Notices to Tenderers	T2-12
Schedule J: Confirmation of CIDB Contractor Registration	T2-13
Schedule K: Certificate of Authority for Signatory to Agreement in terms of Occupational Health & Safety Act 1993 (Act No. 85 of 1983)	T2-14

SCHEDULE A : CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below.

By resolution of the Board of Directors at a meeting held on 20....

at

(name)

whose signature appears below, has been duly authorised to sign all documents in connection with this **Tender No. G658/01 for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George (Bitumen road surface to be replaced with concrete).**

Signed on behalf of Company

In his capacity as

Date

Signature of Signatory

SCHEDULE B : CERTIFICATE OF TENDERER'S ATTENDANCE OF CLARIFICATION MEETING

This is to certify that I, _____
representative of (Tenderer) _____
of (Tenderer's address) _____

Telephone No. _____

Fax No. _____

attended the official Clarification Meeting on

Engineer or Representative of Engineer **Mr IM Zaaiman**

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I am satisfied with the description of the work and the explanations given, and that I understand perfectly the work to be done, as specified and implied in the execution of this Contract.

Signed on behalf of the Tenderer _____

Date _____

Signed on behalf of the Engineer _____

Date _____

SCHEDULE C : WORK CARRIED OUT BY TENDERER

The following is a statement of major works executed by myself/ourselves (ref. clause 2.11.3 of the Tender Data

EMPLOYER (name, tel no.)	CONSULTING ENGINEER (name, tel no.)	TYPE OF WORK	VALUE OF WORK	YEAR COMPLETED

Signature of Tenderer: _____

Date: _____

SCHEDULE D : CONSTRUCTION EQUIPMENT AVAILABLE FOR USE ON WORKS

The following are lists of major items of construction equipment that I/we

- (a) have available immediately for this Contract and
- (b) will acquire or hire for this Contract if my/our tender is accepted.

I/we further undertake that if my/our tender is accepted, such construction equipment will be on the works and available for use (see clause 2.11.4 of the Tender Data).

- (a) Major construction equipment immediately available for this Contract (to be given in detail)

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC

- (b) Major construction equipment that will be acquired or hired for this Contract if my/our tender is accepted (to be given in detail)

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC

Signature of Tenderer: _____

Date: _____

SCHEDULE E : ALTERATIONS BY TENDERER

Should the Tenderer desire to make departures from or modifications to the General Conditions of Contract, the Special Conditions of Contract, Specifications, Bill of Quantities or Drawings, or to qualify in any way, he shall set out his proposals clearly hereunder, failing which the Tender will be deemed to be unqualified.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the tender documents is also submitted.

If no departure or modification is desired, the schedule hereunder is to be marked "NIL" and signed by the Tenderer.

PAGE	CLAUSE OR ITEM

Signature of Tenderer: _____

Date: _____

SCHEDULE F : PROPOSED PERSONNEL

The Tenderer must state below the names of the personnel who will be employed on the Contract should the Tenderer be awarded the Contract.

PERSONNEL	NUMBER

The Tenderer must complete the table below regarding the qualifications and experience of the proposed Site Agent and Contract Manager.

DESIGNATION	FIRST NAME	SURNAME	TERTIARY QUALIFICATION	YEARS OF EXPERIENCE	PROFESSIONAL STATUS
Site Agent					
			Year:		No.
Contract Manager					
			Year:		No.

Notes:

1. Tertiary qualification is only the highest qualification obtained, as well as the year of graduation.
2. Professional status is the status according to ECSA and the ECSA registration number.

Signature of Tenderer: _____

Date: _____

SCHEDULE H : DAYWORK SCHEDULE

This daywork schedule shall be completed by the Contractor as fully detailed as possible since it is to be used to put a valuation upon additional or substituted work which by their nature cannot conveniently be valued at the rates tendered by the Contractor and where the Contractor has been instructed to carry out such work on a daywork basis.

The Contractor is required to fill in the schedule listed below with prices for labour, plant and materials for the work that shall be executed in terms of Clause 6.5.1 of the GCC, forming part of the Contract Documents.

ITEM	DESCRIPTION	UNIT	RATE
1.	LABOUR: In the rates tendered, the Contractor shall allow for the use of all small tools, eg picks, shovels, hammers, etc		
(a)	Unskilled labourers	Hour	R _____
(b)	Skilled tradesmen	Hour	R _____
(c)	Gangers	Hour	R _____
(d)	Plant operators	Hour	R _____
2.	MATERIALS For the supply and use including delivery charges on the site where the material is built into the permanent works.		Cost plus 15% (fifteen per cent)
3.	PLANT Under this heading, the Contractor is required to list the operating and standing charges for all the plant he proposes to use in terms of this Contract on daywork and shall insert the rates for the use of such plant in terms of this Contract on a plant hire basis, priced per hour inclusive of all fuel, equipment, etc but excluding the plant operator's cost which will be taken as listed in Item 1.		

Signature of Tenderer: _____

Date: _____

[illegible]

SCHEDULE J : CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/we understand that only Tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor grading designation equal to or higher than a Construction grading designation determined in accordance with the sum tendered for, are eligible to submit tenders.

Joint Ventures are eligible to submit tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading of not more than one lower than the designation determined in accordance with the sum tendered;
3. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered; and
4. The contract participation of each member in a Joint Venture is in accordance with the individual member's CIDB contractor grading designation.

I/we understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the Construction Industry Development Board (CIDB) as a CIDB Designation CE (of the correct class in accordance with the tendered sum) and has been issued with such a CIDB Contractor grading designation.

Construction Industry Development Board (CIDB) Contractor Registration

I/we wish to confirm the following:

Yes, I/we are registered with the CIDB as a ____ CE (Class ____ Civil Engineering Works) Contractor.

Registration No.: _____

CIDB Contractor's Grading: _____

Tender amount, VAT included R_____

I/we understand that Tenderers must be registered prior to the closing date/time for tender submissions in a CIDB Contractor grading designation equal to or higher than a grading corresponding to the amount tendered.

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

The signatory for the company that is the contractor in terms of the abovementioned contract and the mandatory in terms of the abovementioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below.

By resolution of the Board of Directors passed at a meeting held on 20.....

Mr/Mrs, whose signature appears below, has been duly
authorised to sign the Agreement in Terms of the Occupational Health and Safety Act 1993 (Act 85 of
1993) on behalf of

Signed on behalf of the Company

in his/her capacity as Date

Signature of signatory

In the presence of the following witnesses:

1.

2.

T2.3

Returnable Documents

Tenderers must attach ALL required substantiating and supporting documentation where required.

Failure to provide the substantiating and supporting documentation may lead to disqualification.

SCHEDULE L : DECLARATION OF GOOD STANDING REGARDING TAX

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

NB TAX CLEARANCE CERTIFICATE FROM SARS MUST BE ATTACHED TO THIS PAGE

SCHEDULE M : DIRECTORS' AND OWNERS' IDENTITY DOCUMENTS

Attach copies of Directors' and Owners' identity documents here.

SCHEDULE N : B-BBEE STATUS LEVEL

Attach valid B-BBEE Compliance Certificate here.

THE CONTRACT

C1

AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance (Agreement)
- C1.2 Contract Data

CONTRACT NO. G658/01

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

OFFER

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

Civil Engineering Services and Ancillary Works for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George (Bitumen road surface to be replaced with concrete).

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 of 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) IN RAND IS:

In words _____

In figures R_____

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

FOR THE TENDERER

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name of witness _____

Signature of witness _____

Date _____

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 the Agreement.

The terms of the Contract are contained in:

- a) Contract Agreement
- b) Form of Offer
- c) Special Conditions of Contract
- d) Specification Data and Particular Specifications
- e) General Conditions of Contract
- f) Standard Specifications
- g) Drawings
- h) Bill of Quantities and Summary
- i) Statutory Regulations and Requirements
- j) Standard SABS Specifications (not SABS 1200)
- k) Letter of Acceptance
- l) Other (stipulate) _____
and drawings and documents or parts thereof which may be incorporated by reference into parts (a) to (l) above.

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

The Tenderer shall within such time as stated in the Contract Data deliver any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract or the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name of witness _____

Signature of witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter is 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.

Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	
Subject	
Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed, signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

FOR THE TENDERER

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name of witness _____

Signature of witness _____

Date _____

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name of witness _____

Signature of witness _____

Date _____

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract, namely the

General Conditions of Contract for Construction Works (Third Edition) 2015

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract 2015 are available for inspection and scrutiny at the offices of the Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 110 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.13:

The Defects Liability Period is Twelve (12) months.

Clause 1.1.1.14:

The time for achieving **Practical Completion** is **weeks/months**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The Employer is Attacq Retail Fund (Pty) Ltd, represented by **Rlon Olivier** and/or such other person or persons duly authorised thereto by the Employer in writing and is referred to in this Contract Document by the terms "Employer".

Clause 1.1.1.16:

The Employer's Agent is S&Z Consulting (Pty) Ltd, acting through a director, or other official authorised thereto in writing and is referred to in this Contract Document by either of the terms "Employer's Agent" or "Engineer".

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

Clause 1.1.1.35:

"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.1.1.36:

"Letter of Notification" means the letters of formal notification, signed by the Employer and sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.2.1.2:

The address of the Employer is:

N2 Highway & Knysna Road, George

The address of the Engineer is:

11 Windsor Street, George

Clause 3.2.3:

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Nominating the Engineer's Representative in terms of Clause 3.3.1.
2. Delegation of Engineer's authority in terms of Clause 3.3.4.
3. The issuing of further drawings or instructions in terms of Clause 5.9.2.
4. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
5. Authorising the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2
6. The issuing of variation order in terms of Clause 6.3.2.
7. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
8. Granting permission to work during non-working times in terms of Clause 5.8.1.
9. Suspend the progress of the works in terms of Clause 5.11.
10. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
11. The approval of any extension of time for completion in terms of Clause 5.12.1.
12. The reduction of a penalty for delay in terms of Clause 5.13.2.
13. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
14. The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5.
15. The agreeing for an extension to the 28 (twenty eight) days period in terms of Clause 10.1.5.1.
16. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.
17. The agreeing of the adjustment for the sums for general items in terms of Clause 6.11.

Clause 4.2 :

Add the following new sub-clause:

Clause 4.2.3:

Add the following:

4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.

4.2.3.2 After compliance by the Employer's Agent with the provisions of Sub-Clause 5.4.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Sub-Clause 5.4.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."

Clause 4.3:

Add the following clause after Clause 4.3.2.:

Clause 4.3.3:

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within 14 (fourteen) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 4.9

Add the following new sub-clauses:

4.9.2: In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.

4.9.3: When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the Subcontractor."

Clause 5.3.1:

The Commencement Date will be the date that the site is handed over to the Contractor by the Employer's Agent/Employer.

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the following documentation is required before commencement of the Works:

- i. Health and Safety Plan (Refer to Clause 4.3)
- ii. Initial programme (Refer to Clause 5.6)
- iii. Security (Refer to Clause 6.2)
- iv. Insurance (Refer to Clause 8.6)
- v. Occupational Health and Safety Agreement
- vi. Letter of Good Standing from the Compensation Commissioner
- vii. Environmental Method Statements

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is **14 (fourteen) days**.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

Add the following clause after Clause 5.4.3:

Clause 5.4.4:

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- i. All gazetted public holidays falling outside the year-end break.
- ii. The year-end break published by SAFCEC.

Clause 5.12.2.2:

Add the following to Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	3 days
February	3 days
May	3 days
April	3 days
May	3 days
June	3 days
July	3 days
August	3 days
September	3 days
October	3 days
November	3 days
December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.13.1:

The penalty for failing to complete the Works is **R1,000-00 (excl. VAT)** per calendar day per project.

Clause 5.16.3:

The latent defects liability period is 10 years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance **Guarantee of 10%** of the Contract Sum. The performance guarantee shall contain the wording in the document.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 3 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

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

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors by the Employer shall be subject to **Retention of an amount of 10% up to a maximum of 5% of the Contract Value**, of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to clause 6.10.4:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due.

Notwithstanding anything above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R0-00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R50,000-00 (incl. VAT)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5,000,000.00 (incl. VAT)** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) 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.

Clause 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty.

Clause 9.2:

Add the following clauses after Clause 9.2.1.3.8:

Clause 9.2.1.3.9:

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.10:

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1 (one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as 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.

C1.2.2 : DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical

.....

.....

.....

Postal

.....

.....

.....

Telephone:

Fax:

e-mail:

Clause 1.1.1.14:

The Works shall be completed within

Signature of Tenderer: _____

Date: _____

CONTRACT NO. G658/01

C1.3.1 : FORM OF GUARANTEE

WHEREAS

(hereinafter referred to as "the Employer") entered into a Contract with

(hereinafter called "the Contractor" on the _____ day of _____ 20____

for

**Reconstruction of Existing Main Service Roads for the Garden Route Mall, George
(Bitumen road surface to be replaced with concrete).**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any step which the Employer may take under such Contract, or any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money;
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor;
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate 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.

5. Our total liability there under shall not exceed the sum of

(R_____)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address to the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20_____

Signature _____

As witnesses:

1. _____

2. _____

CONTRACT NO. G658/01

C1.3.2 : CERTIFICATE OF OWNERSHIP OF MATERIALS ON SITE

Full name of Contractor: _____

Address: _____

Name of Employer: _____

Address: _____

Contract Date: _____

Contract No.: _____

The undersigned Contractor hereby certifies that:

- i) the material listed hereunder (the material) which was formerly my sole and exclusive property and to which no third party has any rights, has been paid for all and lawfully acquired by

_____ (the Employer);

- ii) upon such payment constructive delivery of the material to the Employer took place;

- iii) ownership of the material vests in the Employer;

- iv) the material is insured in accordance with the requirements of the General Conditions of Contract;

- v) the material is held by the Contractor in storage for and on behalf of the Employer at (address)

_____ (the premises) and
certifies further that the premises are

*a) the property of the Contractor; or

*b) the property of _____ of _____

_____ (address) and are let to the Contractor by

_____ of _____ (address)

[illegible]

DATE: _____

C1-18

CONTRACT NO. G658/01

C1.3.3 : OCCUPATIONAL HEALTH & SAFETY FORMS

**OCCUPATION HEALTH & SAFETY ACT, ACT 85 OF 1993
CONSTRUCTION REGULATION 5(1)(k) OF 2014**

APPOINTMENT OF PRINCIPAL CONTRACTOR

I, of hereby appoint you, as **Principal Contractor** to perform the construction work of **Civil Engineering Services and Ancillary Works for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George (Bitumen road surface to be replaced with concrete)** and to effectively manage those Contractors appointed to assist you with the work.

In terms of this appointment, you are required to ensure that all requirements of the Occupational Health and Safety Act are complied with on the said **Contract No. G658/01 Civil Engineering Services and Ancillary Works for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George (Bitumen road surface to be replaced with concrete)**.

In particular, you are required to ensure compliance with the Construction Regulations, which requires of you to ensure amongst others, the following:

1. That a sufficient, site-specific Health and Safety Plan is provided to the Employer for approval and such plan implemented and maintained on site; this shall also apply to any Sub-Contractors appointed;
2. Ensure that work is carried out by suitably trained/competent persons with the necessary resources at their disposal to ensure that work is performed safely and without risk to health;
3. Ensure that all persons allowed on site (employees and visitors) undergo induction training and carry proof of such induction training undergone;
4. Provide the Employer with any information that may affect the health and safety of any person;
5. After implementation of the Health and Safety Plan, you must ensure that such plan is maintained, to this end you are required to conduct audits on Contractors at pre-determined intervals of not more than one month;
6. That any construction work be stopped if not performed in accordance with the approved Health and Safety plans or if the process poses a threat to the health and safety of any person;
7. That your company is registered and in good standing with the Compensation Fund or another licenced compensation insurer and that you have made sufficient provision for the cost of health and safety measures in the tender; and
8. That a consolidated Health and Safety File, in terms of Construction Regulation 7(1)(e) of 2014 as applicable, is handed to the Employer upon completion of the construction work.

This appointment is valid from to the completion of the stipulated construction work.

SIGNED FOR EMPLOYER:

DATE:

Occupational Health & Safety Act (85 of 1993)

**Section 37(1) & (2)
Construction Regulation 7**

AGREEMENT WITH MANDATORY

DATE: _____

**OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993
CONSTRUCTION REGULATIONS 2014**

**AGREEMENT WITH MANDATORY
In terms of Section 37(1) & (2)**

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Employer

AND

Principal Contractor/Contractor

OHS MANDATORY FORM

(to be completed and signed by all Mandates)

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Sub-Contractor for Work"

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993, hereinafter referred to as "the Act", the Contractor as an employer in its own right and its capacity as Contractor the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act; and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be full complied with; and
- iii) The Contractor hereby 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 and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the Contract; and
- iv) The Contractor shall be obliged to report forthwith to the 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 on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Witness

for an on behalf of the Employer

Signed at _____ on the ____ day of _____ 20__

Witness

for an on behalf of the Contractor

Signed at _____ on the ____ day of _____ 20__

C2

PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
 - a) The Bill of Quantities** comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
 - b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, and his attention is drawn to the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
 - c) Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
3. Descriptions in the Bill of Quantities are abbreviated and the schedules have been drawn up generally in accordance with the latest issue of Civil Engineering Quantities*. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) or the Particular Specifications be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
7. **Please note that the Client plans to split the work over two years.** One half of the work will be constructed this year (2021) and the remaining half next year (2022). It is unknown at present which sections will be constructed in each year. The tender will be awarded for all sections and the successful tenderer will be advised once a decision has been made regarding the sections to be constructed in each year. **Allowance must be made in the P&G's for this situation.**

The Tenderer must price each item in the Bill of Quantities in **BLACK INK**.

* H005/90: Civil Engineering Quantities 1990: A guide for determining and using quantities for Civil Engineering Construction Contracts published by the South African Institution of Civil Engineers.

** See definition 3.2 in SANS 10403:2003

C2.2

Bill of Quantities

CONTRACT NO. G658/01

**RECONSTRUCTION OF MAIN SERVICE ROADS
FOR GARDEN ROUTE MALL, GEORGE
(BITUMEN ROAD SURFACE TO BE REPLACED WITH CONCRETE)**

SECTION 1 : PRELIMINARY AND GENERAL

ITEM NO.	PMT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
1.1	SABS 1200A	FIXED CHARGES				
1.1.1		Contractual requirements	sum		1	
1.1.2		Contractor's all risk insurance	sum		1	
1.1.3	8.3.2	Facilities required by the contractor	sum		1	
1.1.4		Establishment on site	sum			
1.1.5		Cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act (Including COVID-19 regulations)	sum		1	
1.1.6	8.3.4	Removal of site establishment on completion	sum			
1.2	8.4	TIME RELATED CHARGES				
		FOR DURATION OF CONTRACT, UNLESS OTHERWISE STATED				
1.2.1	8.4.2	Facilities for Contractor	sum		1	
1.2.2		Dust Control of Haul Roads	sum		1	
1.2.3		Cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act (Including COVID-19 regulations)	sum		1	
TOTAL SECTION 1 CARRIED TO SUMMARY						

SECTION 2 : ROAD A RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
2.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
2.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		7180	
2.1.2		Excavate existng base course layer (approx 150mm) and cart to spoil off site	m ²		7180	
2.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
2.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ²		110	
2.3		CONCRETE SURFACE				
2.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		7180	
2.3.2		Shuttering to edges	m ²		495	
2.3.3		Broom finish to surface (to match existing)	m ²		7180	
2.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		7180	
2.4		JOINTS				
2.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		912	
2.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		1824	
2.4.3		Saw-cut joints at 4,5 centres maximum	m		n/o	
2.4.4		Cold applied polysulphide joint sealant	m		2736	
2.5		Ancillary Works				
2.5.1		Break out, set aside and reinstate existng manhole covers and frames. (Inclusive of alterations required to existng manhole brickwork and shuttering to accommodate new concrete road surface)	no		12	
TOTAL SECTION 2 CARRIED TO SUMMARY						

SECTION 3 : ROAD B RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
3.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
3.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		2328	
3.1.2		Excavate existing base course layer (approx 150mm) and cart to spoil off site	m ²		2328	
3.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
3.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisional)	m ²		35	
3.3		CONCRETE SURFACE				
3.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		2328	
3.3.2		Shuttering to edges	m ²		190	
3.3.3		Broom finish to surface (to match existing)	m ²		2328	
3.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		2328	
3.4		JOINTS				
3.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		335	
3.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		690	
3.4.3		Saw-cut joints at 4,5 centres maximum	m		n/o	
3.4.4		Cold applied polysulphide joint sealant	m		1025	
3.5		Ancillary Works				
3.5.1		Break out, set aside and reinstate existing manhole covers and frames. (Inclusive of alterations required to existing manhole brickwork and shuttering to accommodate new concrete road surface)	no		2	
TOTAL SECTION 3 CARRIED TO SUMMARY						

SECTION 4 : ROAD C RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
4.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
4.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		990	
4.1.2		Excavate existing base course layer (approx 150mm) and cart to spoil off site	m ²		990	
4.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL)				
		SUBBASE				
4.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ³		15	
4.3		CONCRETE SURFACE				
4.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		990	
4.3.2		Shuttering to edges	m ²		90	
4.3.3		Broom finish to surface (to match existing)	m ²		990	
4.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		990	
4.4		JOINTS				
4.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		159	
4.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		322	
4.4.3		Saw-cut joints at 4.5 centres maximum	m		n/o	
4.4.4		Cold applied polysulphide joint sealant	m		481	
4.5		Ancillary Works				
4.5.1		Break out, set aside and reinstate existing manhole covers and frames. (Inclusive of alterations required to existing manhole brickwork and shuttering to accommodate new concrete road surface)	no		5	
TOTAL SECTION 4 CARRIED TO SUMMARY						

SECTION 5 : ROAD D RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
5.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
5.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		2179	
5.1.2		Excavate existng base course layer (approx 150mm) and cart to spoil off site	m ²		2179	
5.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
5.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ³		32	
5.3		CONCRETE SURFACE				
5.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		2179	
5.3.2		Shuttering to edges	m ²		195	
5.3.3		Broom finish to surface (to match existing)	m ²		2179	
5.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		2179	
5.4		JOINTS				
5.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		271	
5.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		546	
5.4.3		Saw-cut joints at 4,5 centres maximum	m		n/o	
5.4.4		Cold applied polysulphide joint sealant	m		817	
5.5		Ancillary Works				
5.5.1		Break out, set aside and reinstate existring manhole covers and frames. (Inclusive of alterations required to existing manhole brickwork and shuttering to accommodate new concrete road surface)	no		6	
TOTAL SECTION 5 CARRIED TO SUMMARY						

SECTION 6 : ROAD RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
6.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
6.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		1905	
6.1.2		Excavate existing base course layer (approx 150mm) and cart to spoil off site	m ²		1905	
6.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
6.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ³		29	
6.3		CONCRETE SURFACE				
6.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		1905	
6.3.2		Shuttering to edges	m ²		145	
6.3.3		Broom finish to surface (to match existing)	m ²		1905	
6.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		1905	
6.4		JOINTS				
6.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		264	
6.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		532	
6.4.3		Saw-cut joints at 4,5 centres maximum	m		n/a	
6.4.4		Cold applied polysulphide joint sealant	m		796	
6.5		Ancillary Works				
6.5.1		Break out, set aside and reinstate existing manhole covers and frames. (Inclusive of alterations required to existing manhole brickwork and shuttering to accommodate new concrete road surface)	no		2	
TOTAL SECTION 6 CARRIED TO SUMMARY						

SECTION 7 : ROAD F RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
7.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
7.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		1143	
7.1.2		Excavate existng base course layer (approx 150mm) and cart to spoil off site	m ²		1143	
7.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL)				
		SUBBASE				
7.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ³		20	
7.3		CONCRETE SURFACE				
7.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		1143	
7.3.2		Shuttering to edges	m ²		95	
7.3.3		Broom finish to surface (to match existing)	m ²		1143	
7.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		1143	
7.4		JOINTS				
7.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		167	
7.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		336	
7.4.3		Saw-cut joints at 4,5 centres maximum	m		n/a	
7.4.4		Cold applied polysulphide joint sealant	m		503	
7.5		Ancillary Works				
7.5.1		Break out, set aside and reinstate existring manhole covers and frames. (Inclusive of alterations required to existng manhole brickwork and shuttering to accommodate new concrete road surface)	no		1	
TOTAL SECTION 7 CARRIED TO SUMMARY						

SECTION 8 : ROAD G RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
8.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
8.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		765	R0.00
8.1.2		Excavate existng base course layer (approx 150mm) and cart to spoil off site	m ²		765	R0.00
8.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
8.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, Pl < 10: (Provisonal)	m ²		15	R0.00
8.3		CONCRETE SURFACE				
8.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		765	R0.00
8.3.2		Shuttering to edges	m ²		60	R0.00
8.3.3		Broom finish to surface (to match existing)	m ²		765	R0.00
8.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		765	R0.00
8.4		JOINTS				
8.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		108	R0.00
8.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		217	R0.00
8.4.3		Saw-cut joints at 4,5 centres maximum	m		r/o	R0.00
8.4.4		Cold applied polysulphide joint sealant	m		325	R0.00
8.5		Ancillary Works				
8.5.1		Break out, set aside and reinstate existring manhole covers and frames. (Inclusive of alterations required to existng manhole brickwork and shuttering to accommodate new concrete road surface)	no		r/o	R0.00
TOTAL SECTION 8 CARRIED TO SUMMARY						R 0.00

SECTION 9: ROAD H RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
9.1		PREPERATION OF ROAD BED TO RECEIVE NEW CONCRETE SURFACE				
9.1.1		Lift existing bitumen surface (approx 30mm) and cart to spoil off site	m ²		2685	
9.1.2		Excavate existng base course layer (approx 150mm) and cart to spoil off site	m ²		2685	
9.2	SABS 1200 ME	LAYER WORKS (PROVISIONAL) SUBBASE				
9.2.1		Lift and re-work existing Subbase course with CBR > 45, compacted to 95% Mod AASHTO density, max size 63 mm, PI < 10: (Provisonal)	m ²		40	
9.3		CONCRETE SURFACE				
9.3.1		180 mm thick 25 MPa OPC fibre concrete (no slagment)	m ²		2685	
9.3.2		Shuttering to edges	m ²		225	
9.3.3		Broom finish to surface (to match existing)	m ²		2685	
9.3.4		Cure surface with a suitable atomising spray, an approved white pigmented, resin-based or chlorinated rubber-based membrane-forming compound complying to ASTM C309 (Rate = 4m ² /litre)	m ²		2685	
9.4		JOINTS				
9.4.1		Longitudinal saw-cut joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		435	
9.4.2		Construction joint complete with 10 mm x 500 mm long deformed tiebar @ 600 mm centres	m		790	
9.4.3		Saw-cut joints at 4,5 centres maximum	m		n/c	
9.4.4		Cold applied polysulphide joint sealant	m		1225	
9.5		Ancillary Works				
9.5.1		Break out, set aside and reinslate existng manhole covers and frames. (Inclusive of alterations required to existng manhole brickwork and shuttering to accommodate new concrete road surface)	no		6	
TOTAL SECTION 9 CARRIED TO SUMMARY						

CONTRACT NO. G658/01**RECONSTRUCTION OF MAIN SERVICE ROADS
FOR GARDEN ROUTE MALL, GEORGE
(BITUMEN ROAD SURFACE TO BE REPLACED WITH CONCRETE)****SUMMARY**

DESCRIPTION	AMOUNT
SECTION 1 : PRELIMINARY AND GENERAL	R 0.00
SECTION 2 : ROAD A RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 3 : ROAD B RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 4 : ROAD C RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 5 : ROAD D RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 6 : ROAD E RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 7 : ROAD F RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 8 : ROAD G RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SECTION 9: ROAD H RECONSTRUCTION (BITUMEN SURFACE TO BE REPLACED WITH CONCRETE)	R 0.00
SUBTOTAL	R 0.00
ADD: CONTINGENCIES (10%)	R 0.00
SUBTOTAL	R 0.00
ADD: VAT (15%)	R 0.00
TOTAL TENDERED AMOUNT (VAT INCLUDED)	R 0.00

C3

SCOPE OF WORKS

C3 : SCOPE OF WORKS

This scope of works is set out in two portions.

C3.1: THE WORKS covers a general description of the works or project, the facilities available, the requirements to be met and the applicable standards.

C3.2: PROJECT SPECIFICATION covers variations and additions to the standard specifications that are applicable to the contract.

All clauses in The Works and the Specification Data are preceded with "PS". In C3.1 The Works, this is followed by a number. In C3.2 Project Specification, this is followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

Any clause referred to in the standard specification will also include the relevant Project Specification.

C3.1 THE WORKS

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PS 1: GENERAL DESCRIPTION OF CONTRACT

The work to be carried out under this contract entails **Civil Engineering Services and Ancillary Works for the Reconstruction of Existing Main Service Roads for the Garden Route Mall, George** (Bitumen road surface to be replaced with concrete).

PS 2: DESCRIPTION OF SITE AND ACCESS

The site is located in George. Access is from Knysna Road.

PS 3: NATURE OF GROUND AND SUBSOIL CONDITIONS

The existing site is predominantly covered with parking areas, delivery areas and service roads.

The Contractor must satisfy himself with the quality and type of material on site. The Contractor is responsible to obtain and supply all material that must comply with the minimum requirements of the specified material for the works, as well as for the construction and maintenance of all roads on site. The Contractor is responsible for identifying all spoil sites. No payment will be made for the above and payment will be deemed to be included in the rates for the relevant items.

PS 4: SCOPE OF CONTRACT

PS 4.1: MAIN CONTRACT

The scope of this contract comprises the following:

- a) Lifting of existing bitumen road surfaces on the main service roads
- b) Removal of existing base course layer of main service roads
- c) Construction of new concrete road surfaces

The description of the scope of the contract must be viewed as merely an outline of the scope of the project and shall not limit or bind the works to be performed under the contract. Refer to the Bill of Quantities and drawings for specific detail.

PS 4.2: OTHER SIMULTANEOUS CONTRACTS

During the construction period contracts may be awarded for other work. All reasonable access must be given to the other contractors. The civil contractor must co-ordinate his program with the other contractors to accommodate the overlap of construction activities. No additional payment will be made for the above arrangements.

PS 5: CONSTRUCTION PROGRAMME & METHODS

PS 5.1 TIME FOR COMPLETION AND PROGRAM

The time for completion of the contract is **weeks/months**.

The above period includes the normal days of inclement weather as specified in the Specification Data and special non-working days listed in the Contract Data, but excludes the standard builders' holidays.

The Contractor will be required to develop and maintain for the full duration of the contract, a works program whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction program.

PS 5.2: CONSTRUCTION PROGRAMME

The Contractor must submit his construction programme within the time stated in the Contract Data. The programme is subject to the Engineers approval and remains so for the duration of the contract. If necessary, the Engineer may instruct the contractor to adjust his programme to suit other activities.

This programme shall be in the form of a sloping bar chart or other time/activity form acceptable to the Engineer. The programme shall clearly show the anticipated quantities and values of works performed each month.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the contract programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

PS 5.3: DETAILED PROGRAMME

Detailed programmes (amplifying with certain aspects of the contract programme) must be submitted monthly at least 3 days before the site meetings.

PS 5.4: REPORTING

The Contractor shall submit to the Engineer at least three days before each monthly site meeting a monthly progress report, which shall include the following: (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the contract programme. (ii) Highlight activities running late, indicating what steps have (or will) be taken (eg reprogramming), additional plant and/or labour resources, etc) to ensure that the specified date of completion is not overrun. (iii) Status report of all plant employed on site. (iv) Status report of all labour resources employed on site. (v) Status report of all material on site."

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Schedule A: Preliminary and General.

PS 5.5: METHODS

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

PS 6: SITE FACILITIES AVAILABLE

PS 6.1: SOURCE OF POWER SUPPLY, WATER SUPPLY AND TOILET FACILITIES

Water will be available on site and the Contractor must make his own arrangements for a temporary connection and metering with the Employer. The Contractor must make his own arrangements for a temporary power supply connection. The Contractor shall pay for the electricity at the rates and tariffs as determined by the client. Adequate toilet facilities must be provided for all staff.

PS 6.2: LOCATION OF CAMP SITE

The Contractor must make his own arrangements for a Camp Site. The location of the Contractors' camp including the material storage areas, will be subject to the Engineer's approval.

PS 6.3: HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees. The Contractor is in all respect responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted. No housing on site shall be allowed.

PS 7: SITE FACILITIES REQUIRED

PS 7.1: TEMPORARY OFFICE FOR THE ENGINEER

Facilities for the Engineer, as described in SANS 1200 A clause 3.2 are not required. The Contractor will make facilities available to the Engineer/ Engineer's Representative for site supervision and site meetings, etc.

PS 7.2: WATER, ELECTRICITY AND SEWAGE

The contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The cost of which will be deemed to be included in the tendered rates.

PS 7.3: SITE INSTRUCTION BOOK

A triplicate book supplied by the Contractor to be used for site instruction shall at all times be kept on the site. At least one copy of each site note issued by either party shall remain in the book. The book shall be mutually accessible.

PS 7.4: TELEPHONE

No telephone is required.

PS 7.5: PROJECT BOARD

Notwithstanding the provisions of sub-clause 3.1 of SANS 1200 A, the name-board to be provided shall comply with the details of the drawing to be supplied by the Engineer with regard to size, painting, decorating and detailing.

PS 8: SOURCE OF CONSTRUCTION MATERIAL

The Contractor must liaise with local commercial quarries to obtain materials of a suitable quality for the construction. Cost to comply with this would be assumed as included in the tendered items.

PS 9: FEATURES REQUIRING SPECIAL ATTENTION

PS 9.1: DEALING WITH WATER

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater. No additional payment will be made and it will be deemed to be included in the rates of the relevant items.

PS 9.2: SURVEY BEACONS

The Engineer will indicate all benchmarks and other survey beacons to the Contractor. Care shall be taken not to disturb such beacons.

It is the exclusive responsibility of the Contractor to ensure that land surveyor's beacons, erf pegs and benchmarks are not covered, disturbed or damaged.

The Contractor's attention is drawn to the stipulations of Article 35 and 36 of the Land Survey Act 1927 (Act 9 of 1927) in which he is held responsible for the safety of all survey beacons and benchmarks and of any plot boundary pegs that are found on the site, as well as for the cost involved in the replacement of displaced and/or damaged survey beacons and benchmarks or plot boundary pegs by a registered Land Surveyor.

PS 9.3: RECORD DRAWINGS

As the Works proceed, the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

The certificate of completion will only be issued once the Engineer has received the record drawings. No separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

PS 9.4: SAFETY

The Contractor must take the safety of the people and their property into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.

PS 9.5: MINIMAL DISTURBANCE TO ENVIRONMENT

Construction rubble, cut vegetation or any other material must be carted off site.

The site must be disturbed as little as possible and environmental control measures implemented.

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed, as this is a possible fire-hazard.

PS 9.6: SITE MAINTENANCE

Construction rubble, cut vegetation or any other material must be carted off site.

During the progress of the work upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Housekeeping to be done on a daily basis.

PS 9.7: TESTING AND QUALITY CONTROL

The contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications. No separate payment will be made for such testing by an approved laboratory, the costs of which will be deemed to be included in the contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

PS 9.8: EXISTING SERVICES

The positions of existing services are shown on the drawings or will be pointed out to the Contractor. The Contractor shall note that although the drawings have been prepared using available information they show only the approximate positions of existing services and shall be a guide only. The Contractor's attention is drawn to clause 5.4 of SANS 1200 A.

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that: a) these services actually are in the approximate positions indicated, b) that these are the only services in the vicinity, and c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or work he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

The Authority concerned shall carry out any alternations to public services unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alternations or safeguarding of any public service.

PS 9.9 BLASTING

Where the Contractor is going to make use of blasting in excavations, the Contractor must notify all residents in the vicinity of the works in writing at least 14 (fourteen) days before commencement of the works of the proposed blasting.

The Contractor must also inspect all buildings in the vicinity at least 14 (fourteen) days before commencement of the blasting and any existing damage to buildings must be noted. Owners must sign the noted inspection. After completion of all blasting in the vicinity, the buildings must once again be inspected and damage noted. The owners must again sign the noted inspection.

The Employer shall not be held accountable for any damages caused due to the use of explosives.

PS 9.10 VARIATION ORDERS

Any work that the Contractor must or would like to do for which he would expect to receive compensation and for which no allowance has been made in the Bill Quantities must only be executed if written, Employer-approved variation orders have been issued to the Contractor. Work done for which no variation order has been issued and that has not been allowed for in the Bill of Quantities shall be done at the Contractor's own expense. Should the Contractor ask for changes or additional work without supplying the cost implications with his request, it will be accepted that there are no cost implications.

PS 9.11 CONTRADICTIONS AND OBSCURITIES IN THE TENDER DOCUMENT

Should there be any contradictions, obscurities or doubt in the text of the Tender document or drawings, or if any obvious errors or illegible figures are found, the Contractor must, before submitting the tender, get a written, signed declaration of the correct meaning of such descriptions, figures, clauses, etc from the Engineer.

The Contractor shall not be permitted to submit any claims against the Employer and/or Engineer after closing of tender due to the abovementioned reasons.

The Contractor must examine the tender documents to ensure that they contain all the applicable pages and that a complete set of drawings has been issued. The Contractor must notify the Engineer accordingly should there be any pages and/or drawings missing. The Engineer shall then immediately supply a complete set of tender documents and/or drawings in exchange for the incomplete set of tender documents and/or drawings.

The Contractor will be forced to, at own cost, repair all work caused by the incorrect interpretation of the drawings and/or specifications and as a result of not complying with the requirements of this contract document and/or drawings.

PS 9.12: PROVISIONAL AMOUNTS

Where the Bill of Quantities provides for Provisional Amounts, these amounts may not be claimed by the Contractor and is for the exclusive use of the Engineer and/or Employer.

PS 9.13 OPPORTUNITIES AFFORDED TO OTHER PERSONS

The Contractor's attention is drawn to the fact that other works by independent contractors may be done simultaneously with this project. The other work that may be done simultaneously with this contract by independent contractors is not limited.

The Contractor must ensure that neither his own nor his employees' operations interfere or place hindrances in the way of operations to be performed by the Employer or other Contractors. The Contractor herewith **Indemnifies** the Employer should any claims arise in this matter.

Any claims arising due to damages to existing services or works or any obstructions or hindrances caused by the Contractor and other parties shall be the responsibility of the Contractor.

Any repair work, improvements or replacing in unsatisfactory work, shall be at the expense of the Contractor and to the Engineer's satisfaction.

PS 9.14: ACCOMMODATION OF TRAFFIC

The travelling public shall have right of way on public roads and the contractor shall apply suitable construction methods, approved by the Engineer, for so controlling the movements of this equipment and vehicles that they will not constitute a hazard on the roads.

Traffic shall be accommodated in accordance with the South African Road Traffic Signs Manual (Vol 2) Chapter 13: Roadworks Signing.

Owners of adjacent properties affected by the project shall be notified in writing at least 3 days in advance.

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from the above.

PS 9.15: EXTENSION OF TIME ARISING FROM ABNORMAL CLIMATIC CONDITIONS

The contractor shall make allowance for the average rainfall and windy conditions that records show are likely to occur during the contract period. All necessary steps shall be taken to proceed with the works despite inclement weather. The contractor shall however record all rainy and windy periods which adversely affect the contract. Extension of times in terms of the GCC and Special Conditions arising from abnormal climatic conditions, shall be applied as follows:

Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive an extension of time.

Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned above.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 15 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

For portions of less than one year the appropriate number of days of normal inclement weather will be determined on a pro rata basis based on the following table:

Month	No. of normal inclement weather days expected
January	3
February	3
March	3
April	3

May	3
June	3
July	3
August	3
September	3
October	3
November	3
December	3
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Should the contractor wish to submit a claim for extension of time for the completion of the works due to the works being delayed by reason of exceptionally inclement weather he shall do so in writing and with the following details:

1. The times work was stopped and recommenced
2. A motivation for the reasons construction could not continue, with reference to the agreed construction program activities
3. A report on active resources on site at the time of the disruption, which shall be certified by the Engineer's Site Representative or Clerk of Works.
4. The circumstances surrounding any instruction by a third party to stop work due to inclement weather (ie Industrial Council, Safety Officers, etc).

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Engineer's Representative or Clerk of Works, as the case may be. A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather.

The onus is on the Contractor to prove these claims.

The delays granted in terms of this clause shall not automatically result in an overall extension of time being granted for completion of works unless the effect is clearly applicable to the critical path of the agreed construction program activities and affects weather-sensitive work.

PS 9.16: CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of the GCC shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least four sets of A4-sized paper copies. All costs resulting from the preparation and submission of the statements shall be borne by the contractor.

PS 9.17: CONSTRUCTION IN LIMITED AREAS

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the contractor's plant. However, the contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 9.18: SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the contractor. Such site shall meet with the approval of the local authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

PS 9.19: DRAWINGS

Any information in the possession of the contractor, which is necessary for the engineer to complete his "record" drawings, must be submitted to the engineer before a certificate of completion will be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

PS 9.20: SAFEGUARDING OF OPEN TRENCHES AND EXCAVATIONS

Unless otherwise permitted by the Engineer in writing, no more trench in any one place shall be opened in advance of the pipe laying operation than can be backfilled before the end of the normal working day. See also PS 3. Open trenches and/or excavations shall be clearly barricaded with rigid orange nylon netting, "Netlon" or similar approved. **Minimum height 1,0 m** (safety netting) as instructed by the Engineer and/or Safety Agent. **No** trenches and/or excavations will be left open outside normal working hours. See clause 5.8 of the GCC and PS 10. The cost to provide the above will be taken as included with the tendered rates for the excavations. The Employer will make **NO** additional payment to comply with the above.

No more than 100 m of trench in any one place shall be opened in advance of pipe laying operations. No trench may be left open over the builders' holidays or weekends.

PS 9.21: SAMPLES

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

PS 9.22: MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 9.23: PROPRIETARY MATERIALS

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other 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 Engineer.

PS 9.24: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public. The Engineer may use signs and barricades as well as advertisements only upon approval, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates. The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public. Such notices, signs and barricades shall be provided and erected at the contractor's own expense. The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered.

PS 9.25: SETTING OUT OF WORK

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. The Contractor shall provide accurate control offline and level at all stages of construction. The Engineer may check work set out by the Contractor and the Contractor at his own expense shall rectify any errors found. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for the Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works. The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary. When required the Contractor shall, at his own expense, provide one labourer to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer. Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

PS 9.26: WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which 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 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 costs of all supervision and process control, including testing thus carried out by the contractor shall 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 that will be required for process control. The contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. On completion of every part of the work and submission thereof to the Engineer for examination, the contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 9.27: TRANSPORT AND STOCKPILING OF MATERIAL

All costs of transporting material, including overhaul and stockpiling, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Specification Data.

PS 9.28: LIAISON WITH LOCAL AUTHORITIES

The contractor will have to liaise with local authorities regarding the following matters: (a) Dealing with traffic. (b) Locating of existing underground services. (c) Protection of existing services during construction. All the relevant authorities were notified of above operations. It is then the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed. The engineer or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

PS 9.29: COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the contractor and the community and shall attend all community meetings relating to the project as may be reasonably required by the Engineer. All matters concerning the community shall be discussed and where possible resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the contract, the contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

A nominated Community Liaison Officer (LCO) shall be appointed by the contractor and paid for under the Bill of Quantities.

PS 9.30: COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT NO. 85 OF 1993) AND THE CONSTRUCTION REGULATIONS (GOVERNMENT GAZETTE NO. 25207 OF 18 JULY 2003 AND NO. 37305 OF 07 FEBRUARY 2014 AS APPLICABLE)

The Contractor shall ensure that he complies with all requirements of the Occupational Health and Safety (OHS) Act (Act No. 85 of 1993) and the regulations of the Construction Regulations as published in the Government Gazettes No. 2507 of 18 July 2003 and No. 37305 of 07 February 2014 as applicable. The

Contractor shall indemnify both the Employer and the Engineer of **all** claims that may arise as a result of the non-compliance of the responsibility of the Contractor according to the above Act and Regulations. The Contractor will accept full responsibility for the Principal Contractor as set out in the Construction Regulations. Furthermore, the Contractor is responsible for the management of the Construction Regulations. The Contractor shall also draw up a Health and Safety plan and keep it intact.

Over and above the stipulations listed above, the Contractor will ensure that **all** conditions of the above Act and Regulations are complied with. Items are provided in the Bill of Quantities, Section 1, to remunerate the Contractor to comply with the abovementioned Act and Regulations.

Site traffic management must comply with SA Road Traffic Signs Manual, Chapter 13.

A **R2500.00 (two thousand five hundred rand) penalty per incident** will be deducted from the Contractor's payment certificates for any negligence and/or non-performance of the OHS Act and/or Specifications.

The Contractor will ensure that all his personnel are issued with the appropriate Personal Protection Equipment (PPE) and/or as prescribed by the OH&S Agent and/or the Engineer. The Contractor will ensure that **all** personnel wear the PPE **at all times** while they are working on the site. The cost to fulfil the PPE requirements will be taken as **included** in the tendered rates for OH&S and the Employer will not make any additional payments.

APPLICABLE STANDARDISED SPECIFICATIONS Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

SANS 1200 A 1986 General
SANS 1200 AB 1986 Engineer's office
SANS 1200 C 1982 Site Clearance
SANS 1200 D 1990 Earthworks
SANS 1200 DA 1988 Earthworks (Small Works)
SANS 1200 DB 1989 Earthworks (Pipe Trenches)
SANS 1200 DM 1981 Earthworks (Road, Subgrade)
SANS 1200 G 1982 Concrete (Structural)
SANS 1200 L 1983 Medium Pressure Pipelines
SANS 1200 LB 1983 Bedding (Pipes)
SANS 1200 LC 1981 Cable Ducts
SANS 1200 LD 1982 Sewers
SANS 1200 LE 1982 Stormwater drainage
SANS 1200 LF 1983 Erf Connections (Water)
SANS 1200 M 1996 Roads (General)
SANS 1200 ME 1981 Subbase
SANS 1200 MF 1981 Base
SANS 1200 MG 1996 Asphalt Base and Surfacing
SANS 1200 MJ 1984 Segmented Paving
SANS 1200 MK 1983 Kerbing and Channelling
SANS 1200 MM 1984 Ancillary road works

VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

SANS 1200 A GENERAL

PS A GENERAL

A 2 INTERPRETATION

PS A 2.2 APPLICABLE ISSUE OF STANDARDS

Add to the beginning of sub-clause A 2.2 : "Unless another issue is specified ..."

A 3 MATERIALS

PS A 3.1 QUALITY

Add to sub-clause A 3.1 : "Where applicable all materials must bear the official SANS mark"

A 5 CONSTRUCTION

PS A 5.1.1. SETTING OUT OF THE WORKS

Add the following to sub-clause A 5.1.1 : "Setting out of works shall not be measured and paid directly and any costs involved herein shall be deemed as included in the rates and prices of the various items of work that are included in the contract.

Further to the above, the Contractor shall timeously, before commencement of construction, check all levels in a specific area to provide for both the accurate measurement of quantities for payment purposes and should any discrepancies occur, to give the Engineer ample time to check levels and to make adjustments, if necessary.

Should the Contractor neglect to do so, the levels as shown on the Engineer's drawings will be used for measurement and payment purposes."

PS A 5.1.2 PRESERVATION AND REPLACEMENT OF BEACONS AND PEGS SUBJECT TO THE SURVEY ACT

Amend sub-clause A 5.1.2 as follows: Delete from the sixth line "before the commencement ..." to the ninth line "... apparently in their correct positions" and replace it with the following : "Immediately after handing over of the site, the Contractor shall, under guidance from the Engineer, look for all pegs and compile a list of pegs that are apparently in their correct positions."

The costs involved in the seeking of the pegs shall not be directly measured and paid for and all costs involved herein shall be deemed as included in the rates and prices of the various items of work that is included in the Contract."

Add the following sub-clause to sub-clause A 5.1.2 : "(c) pegs in the vicinity of the works that can inevitably not be removed subject to the written approval of the Engineer that such pegs may be removed."

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to sub-clause A 5.4 : "The Contractor will be held responsible for any costs involved in damage to services that he could readily locate. Protection of services shall not be directly measured and paid for and all costs involved herein shall be deemed as included in the rates and prices of the various items of work that are included in the Contract."

A 8 MEASUREMENT AND PAYMENT

PS A 8.1.1 METHOD OF MEASURING ALL SECTIONS

Amend sub-clause A 8.1.1 as follows : "Except where specified in Clause 8 of the standardised specification, or in the measurement and payment clause of the applicable part of the Standard Specification, or in the Project Specification or in the introduction to the list, all items must ..."

PS A 8.3 FIXED COST AND COST-RELATED ITEMS

Add the following to sub-clause A 8.3 :

"PS A 8.3.5 Accommodation of other Contractors Unit: Sum

The sum shall include all costs involved in the accommodation of other Contractors on the Site of Works and the provision of admission."

PS A 8.8 TEMPORARY WORKS

Add the following to sub-clause A 8.8 :

"PS A 8.8.2 Accommodation of trafficUnit: Sum"

Add the following to A 8.8.2 : "The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs as well as all other costs to accommodate the traffic during construction."

PS A 8.8.7 Add the following sub-clause to A 8.8 :

"Management of surface- and seepage water Unit: Sum"

Add the following sub-clauses :

PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY

PS A 8.9.1 Health and Safety MeasuresUnit: Sum

.....Unit: Weeks

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2003) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.2 Health and Safety PlanUnit: Sum

.....Unit: Weeks

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in terms of the Construction Regulations (2003). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.3 Health and Safety FileUnit: Sum

.....Unit: Weeks

The rate shall cover all costs pertaining to the provision and/or collection of data (drawings, design, materials, operation and maintenance manuals, etc) to be contained in the file, co-operation with other parties, compilation and maintenance of the file for the duration of the contract and the handing over of the file to the Employer on completion on the contract. No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.10 EXTENSION OF TIME

The sum tendered shall include all costs that the contractor may have in terms of sub-clauses 45(2) and 45(3). Payment of these items shall be calculated and paid for at the close of the Contract after the total extension of time is known.

SANS 1200 C SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 REMOVAL OF MATERIAL

Replace sub-clause C 3.1 with the following : "The Contractor must provide a suitable dumping site for the removal of material from the clearing and root removal work."

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED

The area that has to be cleared and grubbing done is the full width of all road reserves. For pipe trenches indicated by the Engineer, a strip of adequate width must be cleared. Unless determined otherwise, the width of the cleared strip must be equal to the trench width plus an allowance for the slopes of the trenches, plus the width of the heaped

excavated material, plus a 600 mm width that has to be kept cleared right up against the trench plus the width that is necessary for access to the trench.

All rubble on site must be removed to an approved dumping site.

PS C 5.6 PRESERVATION OF TOPSOIL

Where ordered by the Engineer topsoil, if present, must be removed to a specified depth and stockpiled next to the intended pipe trench or road reserve for later re-use.

C 8 MEASUREMENT AND PAYMENT

PS C 8.2.1 CLEARANCE AND ROOT REMOVAL WORK

Site clearing for pipe trenches shall not be measured where such trenches are inside the road lane. The tendered rate for clearing and grubbing must include the cost of removing material to a suitable site (see PS D 5.2.2.3) and to level off to natural ground level.

Clearing of trenches Unit: m

PS C 8.2.10 REMOVAL AND PROTECTION OF TOPSOIL

Apart from the requirements of sub-clause C 8.2.10, the rate also covers the costs for stabilising and protecting of stockpiled topsoil next to pipe trenches as well as the levelling of unused topsoil.

SANS 1200 D EARTH WORKS

D 3 MATERIALS

PS D 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to sub-clause D 3.1 : "Notwithstanding the provisions in sub-clause D 3.1 excavation material shall not, other than hard rock, be classified separately for the purpose of measurement and payment. The unit price for excavations will cover excavations in soft and intermediate material."

PS D 3.1.2 CLASSES OF EXCAVATION

Despite sub-clause D 3.1.2 excavation of material for the purposes of measurement and payment for this contract shall not be measured as intermediate excavations or boulder excavation Class A and B. Soft excavation shall be deemed to include material that is classified as intermediate excavations or boulder excavations Class A and B in sub-clause D 3.1.2(b), (d) and (e).

PS D 3.3 SELECTION

PS D 3.3.1 GENERAL

Add the following to sub-clause D 3.3.1 : "All topsoil from roadworks shall be stockpiled or levelled over the site as indicated by the Engineer."

PS D 3.3.2 BACKFILLING AND EMBANKMENTS

Add the following to sub-clause D 3.3.2 : "Material for approved backfilling shall be selected and separated from the excavated material. It will be one, or a mixture of, materials: (a) Sandy soil with a plasticity index of not more than 14 and that has stones not larger than 25,6 mm (b) Gravel soil that can go through a 63 mm sieve and with a 2,0 mm part between 15% and 40%, a 0,075 mm part not greater than 15% and a plasticity index of not more than 10.

Approved backfilling shall be compacted to 95% Mod AASHTO density. Approved sand for backfilling shall be compacted to 100% Mod AASHTO density.

D5 CONSTRUCTION

PS D 5.2.1.2 CONSERVATION OF TOPSOIL

Add the following to sub-clause D 5.2.1.2 : "Topsoil shall not be piled higher than 2,0 m. Provision shall be made that topsoil will not be compacted in any way, especially by vehicles that drive over such material."

PS D 5.2.2.3 REMOVAL

The Contractor must remove all excess material and unsuitable material from all excavations and from clearance and root removal operations must be removed from site. The Contractor is solely responsible for the fining of a suitable dumping site to the satisfaction of the Engineer and the local authority.

D 7 TESTING

Add the following new sub-clause D 7.4 to Clause D 7:

PS D 7.4 MEASUREMENT AND HEIGHT CONTROL AND PROCESSING CONTROL

The Engineer retains the right to request records for height and/or processing control before any routine tests and/or investigations are done.

D 8 MEASUREMENT AND PAYMENT

PS D 8.3 EXCAVATIONS

The tendered rate for excavations must include the additional volume of excavation necessary for workspace.

No additional payment shall be made for excavations that are classified as intermediate or boulder excavations Class A and B according to sub-clause D 3.1.2. The rate for excavation in all material shall be deemed to cover excavations in such materials, regardless if it is done by machine or by hand.

PS D 8.3.2 BULK EXCAVATION

Omit sub-clauses D 8.3.2(b)(1), (3) and (4) for the purpose of measurement and payment. Material not classified as "hard rock excavation" shall not be classified separately from soft excavation.

PS D 8.3.3. RESTRICTED EXCAVATION

Omit sub-clause D 8.3.3 for the purpose of measurement and payment.

SANS 1200 DM EARTHWORKS (ROADS, SUBGRADE)

DM INTERPRETATION

PS DM 2.1 SUPPORTING SPECIFICATIONS

In sub-clause DM 2.1(c) delete the words "or SANS 1200 DA as applicable" and delete all references to SANS 1200 DA elsewhere in the specification.

DM 3 MATERIAL

PS DM 3.2.2 FILL

Replace sub-clause 3.2.2(a) with the following sub-clause : "(a) have a minimum CBR at specified percentage of MAASHTO density.

<u>Depth below bottom of selected layer</u>	<u>Minimum CBR</u>
0 m to 1 m	3% at 90% density
Deeper than 1 m to 9 m	3% at 100% density
Deeper than 9 m	5% at 100% density

PS DM 3.2.3 SELECTED LAYER

Add the following to sub-clause DM 3.2.3(d) : "The Engineer shall have the right to alter the above requirements to: Maximum Plasticity Index = 3 x Grading Modulus + 10."

DM 5 CONSTRUCTION

PS DM 5.2.2.3 USE OF MATERIAL

Add the following to sub-clause DM 5.2.2.3(b): "Unsuitable or excess cut material to be spoiled and worked off on dumping site as designated by the Engineer within a free haul distance of 5.0 km from the point where material is removed."

PS DM 5.2.6 GRAVEL LAYER

The thickness of the gravel seal coat shall be as indicated on the drawings.

PS DM 5.3 ROAD EDGES

Add new sub-clause DM 5.3.1: "The excavation and filling and final finishing off of road edges and verges as shown on the drawings, over the full width of the road prism, even where the work stretches to outside the road reserve, is part of the road construction that has to be executed under this Specification, SANS 1200 DM."

DM 8 MEASUREMENT AND PAYMENT

PS DM 8.2.7 FINISHING OFF ROAD EDGES

Add new sub-clause DM 8.2.7: "The finishing off of the road edges shall be measured according to the area between the border of the road and nearest edge of the pavement. The rate covers the cost of forming, clearing and final finishing off of road edges."

PS DM 8.3.4 FILLING FROM CUT AND DUMPING OF CUT MATERIAL

Replace sub-clause DM 8.3.4(a) with the following:

*Compact to 90% MAASHTO density	Unit: m ³
Compact to 93% MAASHTO density	Unit: m ³
Compact to 95% MAASHTO density	Unit: m ³
Compact to 98% MAASHTO density	Unit: m ³

SANS 1200 G CONCRETE (STRUCTURAL)

G 3 MATERIAL

PS G 3.4.2 USE OF PLUMSTONES

No plumstones will be used in concrete.

G 5 CONSTRUCTION

PS G 5.5.1.7 STRENGTH CONCRETE

Add the following to sub-clause G 5.5.1.7:

"c) Concrete mix to be designed by an accredited laboratory and submitted for approval

to the Engineer. Cost included in cost of concrete."

G 6 TOLERANCE

PS G 6.1 GENERAL

The allowed deviation must be in accordance with Accuracy Grade II in sub-clause (b).

G 8 MEASUREMENT AND PAYMENT

PS G 8.1.1 SHUTTERING

Delete payment sub-clause 8.1.1.3(b), (c), (d) and (e). Different inclination angles shall be taken as measured with the different shuttering elements as specified.

SANS 1200 LB BEDDING (PIPES)

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Notwithstanding the provisions in sub-clause LB 3.1, the selected granular material shall be singularly graded between 0,6 mm and 13 mm.

PS LB 3.2 SELECTED FILL MATERIAL

Notwithstanding the requirements of sub-clause LB 3.2, the selected fill material for stormwater pipelines in all areas, excluding roadways, shall have a PI not exceeding 18. This amendment is not applicable to sewers and water mains.

PS LB 3.3 BEDDING

The Contractor shall be responsible for finding a source of suitable bedding material.

LB 5 CONSTRUCTION

PS LB 5.2.1(c) CLASS A BEDDING

The main fill shall not be placed in any section until the bedding cradle in that section has achieved a compressive strength of at least 15 MPa or a period of 5 (five) days has elapsed after the placing of the concrete in that section, whichever occurs first.

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 SUPPLY OF BEDDING MATERIAL MEASURED SEPARATELY

Add the following to sub-clause LB 8.1.1: "Payment for bedding material and selected fill material will only be made if selected trench excavations cannot be used directly in the same position as bedding material, but has to be obtained from elsewhere on the site or designated quarries or commercial sources."

PS LB 8.1.4 SEPARATE ITEMS FOR BEDDING CRADLE AND BLANKET

Amend sub-clause 8.1.4 with the following: "No distinction with regards to materials for the bedding cradle and selected fill blanket may be made and material must comply with requirements for material for the bedding cradle."

PS LB 8.1.5 DISPOSAL OF DISPLACED MATERIAL

Add the following to sub-clause LB 8.1.5: "Excess displaced material must be dumped and levelled at the dumping site."

PS LB 8.2 LISTED ITEMS

PS LB 8.2.2.1 FROM EXCAVATIONUnit: m³

Add the following to sub-clause LB 8.2.2.1: "The rate must also make provision for the backfill and compacting of the bedding cradle and fill blanket."

PS LB 8.2.2.3 FROM COMMERCIAL SOURCESUnit: m³

Add the following to sub-clause LB 8.2.2.3: "The rate must also make provision for the backfill and compacting of the bedding cradle and fill blanket."

SANS 1200 M ROADS (GENERAL)

M 3 MATERIAL

PS M 3.2 RESPONSIBILITY FOR LOCATION

Add the following to sub-clause M 3.2: "The wearing course of all streets must be built with material from commercial sources. The Contractor is responsible for the selection of material at the source and should material in paving layers not comply with the minimum requirements, it must be removed at the Contractor's cost and replaced with suitable material."

M 6 TOLERANCE

PS M 6.3 FREQUENCY OF CONTROLS

Add the following to sub-clause M 6.3: "The controls must be submitted to the Engineer for approval."

M 7 TESTING

PS M 7.3 ROUTINE INSPECTION AND TESTING

Add the following to sub-clause M 7.3.1: "The Engineer shall only execute tests and inspections of works after such tests and/or inspections have been requested in writing on the appropriate test/inspection forms. Applicable forms may be requested from the Engineer. The Engineer retains the right to request the necessary records of measurements and level control and/or process control before any routine tests and/or inspections are made."

Add the following to sub-clause M 7.3.3: "Routine inspections and testing shall be executed in accordance with TRH 5. See PS 14.2.3.1."

M 8 MEASUREMENT AND PAYMENT

PS M 8.1 Add the following to sub-clause M 8.1: "The cost of control testing done by the Engineer and which does not comply with the minimum requirements for the appropriate materials shall be for the Contractor's account alone. These costs will be subtracted from the Contractor's monthly payment certificate."

SANS 1200 ME SUB-BASE

ME 3 MATERIAL

ME 3.2 PHYSICAL CHARACTERISTICS

PS ME 3.2.1 SUB-BASE MATERIAL

Replace sub-clause ME 3.2.1(b) with the following: "The grading modules (GM) shall be at least 1.2."

ME 5 CONSTRUCTION

ME 5.4 PLACING AND COMPACTION

PS ME 5.4.1 PLACING

Replace in the second paragraph of sub-clause ME 5.4.1 "complies with the requirements of the project specifications" with "complies with the requirements of sub-clause ME 6.1.4."

ME 5.7 TRANSPORT

Replace sub-clause ME 5.7.1 with the following: "An unlimited free haul distance is applicable on wearing and/or sub-base course material, unless specified differently in the Bill of Quantities."

ME 7 TESTING

ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1 PROCESS CONTROL

Amend Table 2 of sub-clause ME 7.2.1 as follows: "Change 1500 m² to 1200 m² and 5000 m² to 3000 m²."

PS ME 7.2.2 ROUTINE INSPECTION AND TESTING

Replace the second sentence of sub-clause ME 7.2.2 with the following: "Densities shall be judged in accordance to TRH 5."

ME 8 MEASUREMENT AND PAYMENT

PS ME 8.1 BASIC PRINCIPLES

Leave out sub-clause ME 8.1(c).

PS ME 8.2 CALCULATION OF QUANTITIES

Replace sub-clause ME 8.2, where applicable, with the following: "Measuring shall take place according to precise measurements as indicated on the plans."

PS ME 8.3.8 STABILISING AGENT

Replace sub-clause ME 8.3.8(a) to (f) with the following:
"Prescribed stabilising agent Unit: m³"

Replace the second paragraph of sub-clause ME 8.3.8 with: "When mixtures of slag and cement or lime are used, the quantity of the mixture shall be measured as a whole. The rate shall cover the cost of providing the stabilising agent within the works, irrespective of rate of application specified or ordered and shall allow for variations in mixing and compacting times of various stabilising agents. The rate for milled blast furnace slag or fly ash shall cover the work of any pre-mixing of stabilising agents if any mixtures of this and other stabilising agents are specified or ordered."

Add the following to sub-clause ME 8.3.8: "Prescribed stabilising shall be measured as a total volume base course worked including the percentage prescribed stabilising agent. The rate shall cover the cost of provision, transport from source to point of depositing on the site, storing, placing, spreading and mixing with filling Unit: m³."

SANS 1200 MF BASE

MF 5.9 TRANSPORT

PS MF 5.9.1 FREE HAUL

Replace sub-clause MF 5.9.1 with the following: "An unlimited free haul distance is applicable on base material."

MF 6 TOLERANCES

MF 6.1 DIMENSIONS, LEVELS, ETC

PS MF 6.1.2 GRADE

Add the following to sub-clause MF 6.1.2: "Over and above above-mentioned stipulations the surface must be such that, after the application of the bituminous surface treatment, surface water can drain freely to the channels and all shortcomings to comply with this must be corrected by the Contractor at his own expense."

PS MF 6.1.5 CROSS-SECTION

Replace in sub-clause MF 6.1.5 "25 mm" with "15 mm",

MF 7 TESTING

PS MF 7.2 PROCESS CONTROL

Amend Table 3 as follows: Change 1500 m² to 1200 m², 1500 m³ to 1200 m³, and 5000 m² to 3000 m².

PS MF 7.3 ROUTINE INSPECTIONS AND TESTING

Replace sub-clause MF 7.3.2 with the following: "Densities shall be judged in accordance with TRH 5."

MF 8 MEASUREMENT AND PAYMENT

PS MF 8.2 CALCULATION OF QUANTITIES

Replace sub-clause MF 8.2 where applicable with the following: "Measuring shall be executed according to the precise measurements as indicated on the plans."

PS MF 8.3.8 STABILISING AGENT

Replace sub-clause MF 8.3.2 with the following: "PS ME 8.3.8 is applicable mutatis mutandis."

SANS 1200 MK KERBING AND CHANNELLING

MK 3 MATERIAL

MK 3.2 PRE-CAST KERBING AND CHANNELLING

PS MK 3.2.3 STRENGTH

Replace sub-clause MK 3.2.3 with the following: "Pre-cast kerbing, edges and channels must be of Grade 20 MPa concrete."

PS MK 3.9 BEDDING MATERIAL

Replace sub-clause MK 3.9 with the following: "The material on which concrete kerbing, channels and edges are bed, must be according to measurements indicated on the

drawings and must consist of a 1:3:6 concrete mixture with a single size 6,7 mm coarse aggregate."

MK 5 CONSTRUCTION

PS MK 5.1 EXCAVATION AND BEDDING

Replace in sub-clause MK 5.1 "90%" with "93%" (100% in sand)."

PS MK 5.2 KERBING AND CHANNELS OF PRE-CAST CONCRETE

Replace the first sentence of the sub-clause MK 5.2 with the following: "Kerbs and channels of pre-cast concrete shall be laid on a concrete bedding that complies with PS MK 3.9 and as indicated on the drawings."

PS MK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Replace the first sentence of the second paragraph of sub-clause MK 5.11 with the following: "Inlet and outlet structures shall comply with detail as indicated on the drawings."

MK 8 MEASUREMENT AND PAYMENT

PS MK 8.1 BASIC PRINCIPLES

Replace the second sentence of sub-clause MK 8.1.1 with the following: "Deductions will be made for catchpits, etc."

Add the following to sub-clause MK 8.1.1: "The rate must include the provision of expansion joints as specified."

MK 2 LISTED ITEMS

PS MK 8.2.14 Street name- and transition kerbs Unit: Number
The unit rate as for sub-clause MK 8.2.1(b) is applicable mutatis mutandis.

ANNEXURES

Annexure 1

Details and Drawings

ANNEXURE 1 : DETAILS AND DRAWINGS

LIST OF DETAILS

- | | | |
|---|-------------------------------|---------------------------------|
| 1 | Typical Concrete Road Joints | Refer to drawing G658-101 Rev A |
| 2 | Typical Concrete Road Section | Refer to drawing G658-101 Rev A |

LIST OF DRAWINGS

Drawing No. G658-101	Rev A	Main Service Roads A to H Layout & Details
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