



**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND  
DISPENSERS AT 6 FUEL DEPOTS IN THE GARDEN ROUTE DISTRICT  
MUNICIPALITY AREA**

<b>BIDDERS NAME:</b>		
<b>CONTACT DETAILS:</b>	<b>Phone:</b>	<b>Email:</b>

**GARDEN ROUTE DISTRICT MUNICIPALITY**  
**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND**  
**DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

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# GARDEN ROUTE DISTRICT MUNICIPALITY

## SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA

### T1.2: TENDER DATA

#### 1. T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The additional conditions of tender are:**

Clause number	Tender Data
F.1.1	The employer is <b>THE GARDEN ROUTE DISTRICT MUNICIPALITY</b>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing schedules</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: <b>PSP Consult (Pty) Ltd (Mr. Theo Portwig)</b></p> <p>Tel: <b>083 406 3310</b></p> <p>E-mail: <a href="mailto:theo@pspconsult.co.za">theo@pspconsult.co.za</a></p>
F.2	<b>Tenderer's obligations</b>
F.2.1	<p><b>Eligibility</b></p> <p><b>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</b></p>
F.2.4	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3CE or 3ME or higher</b> work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3CE or 3ME or higher</b> work.</li> </ol>

**F.2.1.5****Minimum score for functionality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

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

Criterion	Weight
1) Relevant Experience ( <b>Schedule 1F</b> )	50
2) Site Agent Experience ( <b>Schedule 3B</b> )	50
<b>Total</b>	<b>100</b>

**EVALUATION CRITERION 1**

Tenderers must have successfully completed (please note that current projects will not be included in the evaluation) at least 4 projects of a similar scope and nature in the last 5 years to score full marks on this criterion. Refer to the table below for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in Schedule 1F. Projects of a similar scope and nature are regarded as **Supply and Installation of Fuel tanks and building of bund walls**.

<b>1. RELEVANT EXPERIENCE</b>	
INDICATOR	Evaluation Criteria for Relevant Experience: Number of similar/ same type projects completed within the CIDB grading of 3CE or 3ME by the contractor in the last 5 years)
1	The tenderer has completed zero projects in the last 5 years
2	The tenderer has completed 1 project in the last 5 years
3	The tenderer has completed 2 projects in the last 5 years
4	The tenderer has completed 3 projects in the last 5 years
5	The tenderer has completed more than 3 projects in the last 5 years

**EVALUATION CRITERION 2**

Detailed, project specific CV's to be included in **Schedule 1 A** of the Returnable Documents. Failure to do so during tender phase will lead to disqualification of tenderer. Refer to the table below for a measurement of how points will be awarded against this criterion.

Site Agents must have successfully completed (please note that current projects will not be included in the evaluation) at least 4 projects of a similar scope and nature in the last 5 years to score full marks on this criterion. Projects of a similar scope and nature is regarded as the construction **Supply and Installation of Fuel tanks and building of bund walls**.

If, during construction, the contractor wishes to replace the site agent, the contractor will apply in writing to the Municipality as per clause 4.12 of the GCC 2015. Only similarly experienced and competent site agents will be considered.

<b>2. SITE AGENT / FOREMAN</b>	
INDICATOR	Evaluation Criteria for Site Agent: (Number of similar/ same type projects completed within the CIDB grading of 3CE or 3ME by the contractor in the last 5 years)
1	The Site Agent has completed zero projects in the last 5 years
2	The Site Agent has completed 1 project in the last 5 years
3	The Site Agent has completed 2 projects in the last 5 years
4	The Site Agent has completed 3 projects in the last 5 years
5	The Site Agent has completed more than 3 projects in the last 5 years

The functionality proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **70%** points for functionality will not be considered any further. At least 3 evaluators will evaluate the quality schedules separately.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points.

F.2.12	No alternative tender offers will be considered
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b>  <b>The bid box at the entrance of the Municipal Offices</b>  <b>Garden Route District Municipality</b>  <b>54 York Street</b>  <b>George, 6529</b></p>
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is <b>30 June 2023 at 11:00</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>120 Days</b>
F.2.23	<p>The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an <b>original valid</b> Tax Compliance Status Verification Pin issued by the South African Revenue Services.</p> <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
F.2.23.3	<p><b>Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)</b></p> <p>Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.</p> <p>Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.</p> <p>Bidders other than EMEs</p> <ul style="list-style-type: none"> <li>(i) Verification agencies accredited by SANAS; or</li> <li>(ii) Registered auditors approved by IRBA (until the expiration of the period prescribed by the dti)</li> </ul> <p>Bidders who qualify as EMEs</p> <ul style="list-style-type: none"> <li>(i) Sworn affidavit signed by the EM representative and attested by a commissioner of oaths.</li> </ul>
F.3	<b>The Employer's undertakings</b>
F.3.2	<p><b>Issue Addenda</b></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at <b>11:00</b>

F.3.8	<p><b>Test for responsiveness</b></p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> <li>- the tender is not in compliance with the Scope of Work;</li> <li>- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request;</li> <li>- the tenderer has failed to score the required pre-qualification points for Quality during the quality/functionality adjudication</li> <li>- the offer section of the 'Form of Offer and Acceptance' (Part C1.1) is not fully complete and/or not signed;</li> <li>- the tenderer failed to submit with the tender offer an original valid Tax Clearance Certificate issued by the South Africa Revenue Services;</li> <li>- the tenderer is not registered with the Construction Industry Development Board in an appropriate contractor grading designation and does not comply with the CIDB contractor grading designation as specified in F.2.1.2 above;</li> <li>- the tenderer is in arrears for more than three (3) months with municipal rates and taxes and municipal service charge;</li> <li>- the tenderer has failed to complete the Compulsory Enterprise Questionnaire and there are conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</li> </ul>
F.3.9	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>For a Re-measurement Contract, all the responsive tenders, and not only the highest ranked tender, will first be corrected before deciding on the lowest tender. Once the lowest tender has been decided upon, the next step is to ensure that the unit rates tendered are balanced. If there are imbalanced rates, these should be adjusted by the tenderer keeping the Contract Sum the same.</p>
F.3.9.1	<p>Check responsive tenders for:</p> <ul style="list-style-type: none"> <li>(a) the gross misplacement of the decimal point in any unit rate;</li> <li>(b) omissions, discrepancies and imbalanced tendered unit rates made or included in completing the Bill of Quantities, or</li> <li>(c) arithmetical errors in: <ul style="list-style-type: none"> <li>(i) line-item totals resulting from the product of the unit rate and the quantity in the Bill of Quantities, or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>
F3.9.2	<p>The Employer must correct the arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> <li>(a) Where there is a discrepancy between the amounts in words and the amounts in figures, the amount in words shall govern.</li> <li>(b) If a Re-measurement Contract's Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate as quoted shall govern and the line item total shall be corrected.</li> <li>(c) Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total shall govern, and the unit rate shall be corrected.</li> <li>(d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of prices will be corrected.</li> </ul> <p>The corrected tender price shall be communicated to the tenderer. The tenderer may withdraw the tender but may not change the total tendered price. Reject the tender if the tenderer does not accept the corrected total of the prices, if any.</p>

F.3.9.3	<p>Where unit rates are considered to be imbalanced by the Employer, the tenderer shall, to the satisfaction of the Employer (refer to clause F4.3):</p> <ul style="list-style-type: none"> <li>a) justify such unit rates, or</li> <li>(b) adjust such unit rates by increasing or decreasing these unit rates and selected other rates while retaining the total tender price derived after applying the above-mentioned arithmetical corrections, if any.</li> </ul> <p>Declare as non-responsive and reject a tender offer if the tenderer elects not to justify or adjust imbalanced tendered unit rates to the satisfaction of the Employer or does not correct or accept the correction of arithmetical errors.</p>
F3.13.1	<p><b>Tender Offers will only be accepted on condition that:</b></p> <ul style="list-style-type: none"> <li>(a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;</li> <li>(b) a valid original Tax Compliance Status Verification Pin is included with his tender;</li> <li>(c) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;</li> <li>(d) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;</li> <li>(e) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>(f) Neither the Tenderer nor any of its principals are listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>(g) The Tenderer has <u>not</u> abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;</li> <li>(h) The Tenderer or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.</li> <li>(i) The Employer is satisfied that the Tenderer or any of his principals have <u>not attempted to influence</u> the tender offer and acceptance in any way.</li> </ul>
F.3.18	<p><b>The number of paper copies of the signed contract to be provided by the employer is one.</b></p>



## Standard Conditions of Tender

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### **F.1 General**

#### **F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently.

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

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

#### **F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

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

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of tendering**

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

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

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile, or e-mail, unless stated otherwise in the tender data.

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

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

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings****F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

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

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

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

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

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

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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

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

### F.3.11 Evaluation of tender offers

#### F3.11.1 General

Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 4: Financial offer, quality and preferences</b>	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

#### F.3.11.2 Scoring Financial Offers

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

$N_{FO}$	=	$W_1 \times A$ where:
$N_{FO}$	=	the number of tender evaluation points awarded for the financial offer
$W_1$	=	the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data
$A$	=	a number calculated using either formulas 1 or 2 below as stated in the Tender Data

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{PM})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{PM})$	$A = P_m / P$

where:

$P_m$	=	the comparative offer of the most favourable tender offer
$P$	=	the comparative offer of tender offer under consideration

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

#### Scoring Quality (Not Part of Total Tender Evaluation Points)

Replace entire clause F.3.11.9 with the following:

Quality (functionality) will be scored on those tenders regarded as being responsive.

**Please note that points scored for Quality (functionality) will not have an influence on the total tender evaluation points and will therefore not affect the ranking of the tenderers, it will only be regarded as a pre-qualification.**

THE CRITERIA to be applied in evaluating the proposal is set out in the table below:

Calculate the points for functionality according to the following formula:

$$P_s = S_o / M_s \times A_p$$

Where  $P_s$  = Percentage scored for functionality by bid under consideration

$S_o$  = Total score of bid/proposal under consideration

$M_s$  = Maximum possible score = 500

$A_p$  = percentage allocated for functionality = 100

Total points by bidder on functionality:

- i)  $P_{s(\text{Criterion 1})} = (\text{Indicator allocated} \times 100) \times 0.5$
- ii)  $P_{s(\text{Criterion 2})} = (\text{Indicator allocated} \times 100) \times 0.5$
- $P_{s(\text{TOTAL})} = [(P_{s(\text{Criterion 1})} + P_{s(\text{Criterion 2})}) / 500] \times 100$

Criteria can be amended to suit project complexity or omitted if not applicable.

Criterion	Weight
1) Relevant Experience ( <b>Schedule 1F</b> )	50
2) Site Agent Experience ( <b>Schedule 3B</b> )	50
<b>Total</b>	<b>100</b>

#### EVALUATION CRITERION 1

Tenderers must have successfully **completed** (please note that current projects will not be included in the evaluation) at least 4 projects of a similar scope and nature in the last 5 years to score full marks on this criterion. Refer to the table below for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in **Schedule 1F**. Projects of a similar scope and nature are regarded as the **Supply and Installation of Fuel tanks and building of bund walls**.

1. RELEVANT EXPERIENCE	
INDICATOR	Evaluation Criteria for Relevant Experience: (Number of similar/ same type projects completed within the CIDB grading of <b>3CE or 3ME</b> by the contractor in the last 5 years)
1	The tenderer has completed zero projects in the last 5 years
2	The tenderer has completed 1 project in the last 5 years
3	The tenderer has completed 2 projects in the last 5 years
4	The tenderer has completed 3 projects in the last 5 years
5	The tenderer has completed more than 3 projects in the last 5 years

#### EVALUATION CRITERION 2

Detailed, project specific CV's to be included in **Schedule 3 B** of the Returnable Documents. Failure to do so during tender phase will lead to disqualification of tenderer. Refer to the table below for a measurement of how points will be awarded against these criteria.

Site Agents must have successfully completed (please note that current projects will not be included in the evaluation) at least 4 projects of a similar scope and nature in the last 5 years to score full marks on these criteria. Projects of a similar scope and nature regarded as the **Supply and Installation of Fuel tanks and building of bund walls**.

If, during construction, the contractor wishes to replace the site agent, the contractor will apply in writing to the Municipality as per clause 4.12 of the GCC 2015. Only similarly experienced and competent site agents will be considered.

<b>2. SITE AGENT</b>	
<b>INDICATOR</b>	<b>Evaluation Criteria for Site Agent:</b> (Number of similar/ same type projects completed within the CIDB grading of <b>3CE</b> or <b>3ME</b> by the contractor in the last 5 years)
1	The Site Agent has completed zero projects in the last 5 years
2	The Site Agent has completed 1 project in the last 5 years
3	The Site Agent has completed 2 projects in the last 5 years
4	The Site Agent has completed 3 projects in the last 5 years
5	The Site Agent has completed more than 3 projects in the last 5 years

The functionality proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **70%** points for functionality will not be considered further. At least 3 evaluators will evaluate the quality schedules separately.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points.

### **F.3.12 Insurance provided by the employer**

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

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

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

### **F.3.15. Prepare contract documents**

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **F.3.17 Complete adjudicator's contract**

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

### **F.3.18 Provide copies of the contracts**

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



## **SPECIAL CONDITIONS TO BE OBSERVED WHEN TENDER IS ANNEXED**

### **1. INTRODUCTORY CONDITION**

- 1.1 Headings in these conditions are for ease of reference only and are not to be used when interpreting these conditions.
- 1.2 This document contains continuously numbered pages and may not be used, copied or lent out except in the performance of this contract.
- 1.3 Tenderers should read and inspect this document carefully for completeness and legibility. Claims based on missing pages or illegible script will not be binding on the Municipality.
- 1.4 **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**
- 1.5 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.6 Subject to the provisions of clause 1.8 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.7 **The use of correction fluid / tape is prohibited.**
- 1.8 Notwithstanding the provisions of clause 1.6 of this document, alterations and/or corrections may only be affected as follows:
  - 1.8.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialling in the margin next to each and every alteration or correction.
  - 1.8.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (**BOQ**) and / or any pricing not effected in accordance with clause 1.8.1 above, will be rejected.
- 1.9 Bids submitted must be complete in all respects.
  - 1.9.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 1.9.2 The bidder must ensure that his/her bid document is securely bound.
    - 1.9.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 1.9.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
- 1.10 Tender documents must be completed in full and each page must be initialled. No page should be removed from the document.

### **2. FORM OF TENDER**

- 2.1 All Tenders shall be on the prescribed forms and be fully completed, extended, totalled, and signed by the Tenderer or his duly authorised representative. Each Tender shall be in a sealed envelope and shall be placed in the Tender Box.
- 2.2 All additional correspondence, brochures, supporting documents or other literature which the Tenderer wishes to submit in support of or in relation to his Tender should be submitted with the Tender Documents.

### **3. ADMISSION OF BIDS**

- 3.1 No faxed or e-mailed tenders will be considered.
- 3.2 Late, incomplete, open, or unmarked Tenders will not be considered.
- 3.3 Proof of posting **will not** be regarded as proof of delivery of the Tender to the Municipality.

- 3.4 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 3.5 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 3.6 Tenders that are deposited in the incorrect box or late will not be considered

#### 4. **ACCEPTANCE**

The Municipality is not bound to accept the lowest or any Tender.

#### 5. **BID OPENING**

- 5.1 Bids shall be opened in public at the Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 5.2 Where practical, prices will be read out at the time of opening bids
- 5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time
- 5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

#### 6. **VALIDITY AND PERIOD**

- 6.1 Tenders shall remain valid for 120 days after the closing date of the Tender.
- 6.2 The contract period will be from date of commencement.
- 6.3 **Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.**

#### 7. **VARIATION**

No alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by and on behalf of both parties to these Conditions. This clause may not be repealed or varied in any way unless in writing and signed by both parties to this Agreement.

#### 8. **PRICE**

- 8.1 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.
- 8.2 Prices should remain firm.
- 8.3 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
- 8.4 Should the successful Tenderer wish to alter any Tender price during the Tender period, the Municipality reserves the right to:
- 8.4.1 Accept the amended price; or
- 8.4.2 Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
- 8.4.3 Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include costs of delivery** to the specific site.
- 8.5 All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.
- 8.6 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.

- 8.7 All bid prices will be final and binding
- 8.8 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 8.9 Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

9. **APPLICABLE LEGISLATION**

- 9.1 Notwithstanding anything to the contrary herein contained, and insofar as it may be relevant, all terms and conditions of this Tender shall be subject to the provisions of Section 217 of The Constitution of the Republic of South Africa, Act 108 of 1996; Sections 83 and 84 of the Local Government : Municipal Systems Act, Act 32 of 2000, Municipal Supply Chain Management Policy of 2013 and the Preferential Procurement Policy Framework Act, Act 5 of 2000 as well as Preferential Procurement Regulations of 2011.

10. **BREACH**

- 10.1 **Should the Tenderer withdraw its accepted Tender** prior to the expiry of the validity period referred to in Par. 4. above, or should the Tenderer refuse to accept and honour any order in acceptance of its Tender, the Tenderer will pay to Municipality a penalty to cover the cost of calling for new Tenders (if necessary).
- 10.2 In addition to the penalty provided for in Clause 10.1. above, should the Tenderer be in breach of contract and the Municipality suffer any loss other than the cost of re-tendering, the Municipality shall be entitled to claim damages from the Tenderer in respect of such loss which it may incur and, without limiting the generality of the foregoing, if such loss should result from the Municipality having to accept the less favourable Tender or otherwise.

11. **NOTICES**

- 11.1 The Municipality chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:

Postal Address: **PO Box 12  
GEORGE  
6530**

Physical Address: **54 York Street  
GEORGE  
6529**

**And the Tenderer chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:**

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address: \_\_\_\_\_ (Kindly insert all addresses)

Telephone No \_\_\_\_\_

Cell No \_\_\_\_\_

Email Address \_\_\_\_\_

- 12.2.1. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and either sent by prepaid registered post or be delivered by hand. In the case of –
- 12.2.2. any notice being sent by prepaid post, it shall be deemed to have been received on the day of posting thereof;
- 12.2.3. any notice delivered by hand, it shall be deemed to have been received on the date of delivery, provided that such date is a business day or, otherwise on the next following business day.
- 12.2.4. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and sent by prepaid registered mail.
- 12.3. Any party shall be entitled by notice to the other to change his *domicilium* provided the change shall only become effective five (5) days after service of the notice in question.
- 12.4. For the purpose hereof "business day" means any day other than a Saturday, Sunday or Public Holiday.

### 13. **DISPUTES AND DISPUTE RESOLUTION**

#### 13.1. **MEDIATION**

Should any dispute arise between the parties to this Agreement in respect of or in connection with the agreement including the validity, breach or termination of it, the parties must without prejudice to any other right or entitlement they may have pursuant to the agreement or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiations, mediation, independent expert appraisal or other alternative dispute resolution techniques. The rules governing any such technique shall be agreed between the parties, and failing such agreement, as recommended by ADRASA (Alternative Dispute Resolution of South Africa).

#### 13.2. **ARBITRATION**

- 13.2.1. Should the dispute not be resolved by such agreement within 14 (fourteen) days from written notice by one party to the other of the dispute (or such further period agreed in writing between the parties) either party may refer the dispute to arbitration.
- 13.2.2. This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 13.2.3. The arbitration shall be held: -
  - 13.2.3.1. At George;
  - 13.2.3.2. With only the legal and other representatives of the parties to the dispute present;
  - 13.2.3.3. In accordance with the procedure determined by the arbitrator;
  - 13.2.3.4. In other respects, in terms of the Arbitration Act No. 42 of 1965 as amended, it being the intention that the arbitration shall be held and completed as soon as possible;
  - 13.2.3.5. The arbitrator shall be a practising advocate or attorney of at least 15 (fifteen) years standing or a retired judge of the Supreme Court.
  - 13.2.3.6. Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of 11.2.1. above, the arbitrator shall be appointed at the request of either party to the dispute by the President for the time being of the Cape Law Society.
  - 13.2.3.7. The decision of the arbitrator shall be final and binding on the parties to the dispute, shall not be subject to appeal or review and may be made an order of court at the insistence of the parties to the dispute.

- 13.2.3.8. The parties hereby consent to the jurisdiction of the Supreme Court of South Africa (Cape Provincial Division) in respect of the proceedings referred to in clause 11.2.2.
- 13.2.3.9. The parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence during the arbitration, confidential and not disclose it to anyone except for purposes of an order to be made in terms of the foregoing provisions hereof.
- 13.2.3.10. The provisions of this clause: -
- 13.2.3.11. Constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that he is not bound by such provisions;
- 13.2.3.12. Are severable from the rest of the contract and shall remain in effect despite the termination or invalidity for any reason of the contract.

#### 14. **CESSION AND DELEGATION**

- 14.1. The Tenderer may not cede any of its/his rights, delegate any of its/his obligations, dispose of, or mortgage, pledge or encumber any of its rights under this Agreement without the Municipality's prior written consent, which consent shall not be unreasonably withheld.

#### 15. **RISK**

- 15.1. Risk in and to items to be delivered by successful Tenderers shall pass to the Municipality only once the items have been delivered in good and proper order to the Municipality and delivery had been accepted in writing by a duly authorised person acting on behalf of the Municipality.

#### 16. **SABS CODES**

- 16.1. All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

#### 17. **COMPLIANCE CERTIFICATES**

- 17.1. The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests, but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.

#### 18. **TAX COMPLIANCE**

- 18.1. The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender**. In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Compliance status pin** for each of the joint venture partners.
- 18.2. Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

#### 19. **MUNICIPAL RATES & TAXES**

- 19.1. A bid may be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality, are in arrears for more than three months.

#### 20. **CSD REGISTRATIONS**

- 20.1. Registered Companies must provide their CSD supplier registration number on Schedule 1 B, Compulsory Enterprise Questionnaire. Those who are not registered must do so within **7 days after the closing date of this tender**.

**21. REQUIREMENTS OF A VALID BID**

21.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into regarding the following matters:

21.1.1. The tender has not been completed in non-erasable handwritten ink,

21.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN

21.1.3. Incomplete Pricing Schedule or Bill of Quantities

21.1.4. A Form of Offer not signed in non-erasable ink,

21.1.5. Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 will be rejected.

21.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:

21.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;

21.2.2. To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa

21.2.3. To obtain the personal income tax number(s) from the recommended bidder;

21.2.4. To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;

21.2.5. To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed

21.2.6. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof

21.2.7. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission

21.2.7.1. **If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

**22. TEST FOR RESPONSIVENESS**

22.1. **A bid will be considered non-responsive if:**

22.1.1. the bid is not in compliance with the specifications.

22.1.2. The bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or

22.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

**22.2. The Municipality reserves the right to accept or reject:**

- 22.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 22.2.2. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

**POPIA DISCLAIMER**

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organisation as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to *The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed ..... Date .....

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

Tenderer .....

## GARDEN ROUTE DISTRICT MUNICIPALITY

### SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA

<b>T2.1: LIST OF RETURNABLE DOCUMENTS</b>
-------------------------------------------

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

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

Schedule: 1A	Personnel Schedule
Schedule: 1B	Schedule of Plant and Equipment available for the contract
Schedule: 1C	Schedule of Work satisfactorily carried out by the Tenderer
Schedule: 1D	Estimated Monthly Cash-flow
Schedule: 1E	Schedule of Proposed Subcontractors
Schedule: 1F	Proposed Amendments and Qualifications
Schedule: 1G	Declaration concerning fulfillment of the Construction Regulations, 2003
Schedule: 1H	Joint Venture Agreement

**3.                    RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT  
(to be attached with submission)**

Schedule: 3A	Record of Addenda to Tender Documents
Schedule: 3B	Curriculum Vitae of Key Personnel
Schedule: 3C	First Program and Method Statement



<b>SCHEDULE 1A: PERSONNEL SCHEDULE (PROPOSED STAFF TO BE EMPLOYED)</b>
------------------------------------------------------------------------

Job Description	Non-Local	Local	Qualification/s	Years Experience
Contract Manager				
Site Agent				
Surveyors				
General Foreman				
Foremen				
Operators				
Bricklayers				
Learner Bricklayers				
Steel fixers				
Watchmen				
Pipe Layers				
Labourers				
* Other				

\* To be filled in by Tenderer

Signed ..... Date .....

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

Tenderer .....

### SCHEDULE 1B: SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed ..... Date .....

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

Tenderer .....

**SCHEDULE 1C: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER**  
**CURRENT / PREVIOUS EXPERIENCE**

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature within the CIDB grading of 3CE or 3ME within the last 5 years undertaken by the firm **MUST** be completed. Projects of a similar scope and nature.

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Email					

*\*Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.*

*The Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.*

*The Bidder hereby confirms that the information given above is true and correct:*

Signed ..... Date .....

Name ..... Tenderer .....

## SCHEDULE 1D: ESTIMATED MONTHLY CASH-FLOW

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

The amounts for **Contingencies and Contract Price Adjustment** must **not be** included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>TOTAL</b>	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS</b>
---------------------------------------------------------

Note from Engineer: Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer

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

If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

A company awarded a contract may not subcontract more than 25% of the value of the contract to a company with a lower BBBEE rating.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE 1F: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderers attention is drawn to clause F3.8 of the Standard Conditions of Tender references in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>SCHEDULE 1G: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2003</b>
----------------------------------------------------------------------------------------------

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

<b>YES</b>	<input type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

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

.....

.....

.....

.....

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

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

5. List potential key risks identified and measures for addressing risks:

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

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

YES	
NO	

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

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



<p><b>SCHEDULE 2H: JOINT VENTURE AGREEMENT, IF APPLICABLE</b></p>
-------------------------------------------------------------------

Tenderers shall attach to this page, a copy of their Joint Venture Agreement if applicable.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

<b>SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
-----------------------------------------------------------

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

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

Tenderer.....

<b>SCHEDULE 3B: CURRICULUM VITAE OF KEY PERSONNEL</b>
-------------------------------------------------------

The tenderer must attach to this detailed, project specific CV's of the Site Agent. 3CE or 3ME related construction experience (supply and installation of Fuel tanks and construction of bund areas)

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**SCHEDULE 3C: FIRST PROGRAMME AND METHOD STATEMENT**

The tenderer must attach to this schedule a detailed programme of the works that clearly indicates how the works is incorporated into the programme.

**GARDEN ROUTE DISTRICT MUNICIPALITY**  
**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND**  
**DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

<b>PART C1: AGREEMENT AND CONTRACT DATA</b>
---------------------------------------------

- C1.1      Form of Offer and Acceptance**
- C1.2      Contract Data**
- C1.3      Form of Guarantee (Pro Forma)**

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

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

**The offered total of the prices inclusive of value added tax is:**

**GEORGE DEPOT**

..... Rands (in words).

R.....in figures

**LADISMITH DEPOT**

..... Rands (in words).

R.....in figures

**OUDTSHOORN DEPOT**

..... Rands (in words).

R.....in figures

**RIVERSDALE DEPOT**

..... Rands (in words).

R.....in figures

**VAN WYKSDORP DEPOT**

..... Rands (in words).

R.....in figures

**UNIONDALE DEPOT**

..... Rands (in words).

R.....in figures

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**for the tenderer**

(Name and .....

address of

organisation) .....

.....

Name and

signature

of witness .....

Date .....

.....

## 2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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.

The tenderer shall, within TWO (2) weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organisation)

Name and signature  
of witness ..... Date .....



### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. 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.
3. 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.
4. A tenderer covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....
5. Subject .....  
Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

<b>C1.2: CONTRACT DATA (PART 1)</b>
-------------------------------------

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

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

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description
1.1.1.13	The Defect Liability Period is 12 months
1.1.1.14	Due Completion date: Tenderer to provide construction period.
1.1.1.15	The Employer is <b>THE GARDEN ROUTE DISTRICT MUNICIPALITY</b>
1.1.1.26	The Pricing Strategy is a Re-measurement Contract
1.2.1.2	The Employer's address for receipt of communications and notices is: Contact Person: MANAGER: Technical Planning & Public Transport Mr Ezron du Plessis Telephone: (044) 803 1500      Email: <a href="mailto:ezron@gardenroute.gov.za">ezron@gardenroute.gov.za</a> Address (Postal): <b>PO Box 12</b> Address (Physical): <b>GEORGE</b> <b>6530</b>
5.3.1	The documentation required before commencement with Works' execution is: 1) Health and Safety Plan (Refer to Clause 4.3) 2) Initial programme (Refer to Clause 5.6) 3) Insurance (Refer to Clause 8.6) 4) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	The time to submit documentation required before commencement with Works' execution is <b>1 day</b> .
5.8.1	The non-working days are Sundays. The special non-working days are: 1) All gazetted public holidays falling outside the year end break. 2) The year-end break in accordance with the dates recommended by SAFCEC.
5.13.1	The penalty for failing to complete the Works is <b>R 5 000 per calendar day</b> .
16.3	The latent defect period is <b>10 years</b> .
6.5.1.2.3	The maximum percentage allowance to cover overhead charges is <b>15%</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The percentage retention shall be ten per cent (10%) of payments due up to the "Limit of retention money" which shall be five per cent (5%) of the Contract Price, excluding Value Added Tax and will be payable <b>12 months</b> after completion of the project.

Clause	Description
1.1.1.13	The Defect Liability Period is 12 months
1.1.1.14	Due Completion date: Tenderer to provide construction period.
8.6.1.1.2	The value of Plant and material supplied by the Employer to be included in the insurance sum is <b>R 0.00 (Nil)</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is ten percent ( <b>10%</b> ) of the tender price.
8.6.1.3	The limit of indemnity for the liability insurance required is <b>R 5 000 000</b> .
10.7.1	The determination of disputes shall be by arbitration.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description						
1.1.1.9	The name of the Contractor is:						
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is:</p> <p>Telephone: .....</p> <p>E-mail: .....</p> <p>Address (Postal): ..... Address (Physical) : .....</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <tr> <td>Type of security (Value Added Tax is included in the Contract Sum)</td><td>Contractor's choice. Indicate "Yes" or "No"</td></tr> <tr> <td>Other – To be defined:</td><td></td></tr> <tr> <td>Additional Retention of <b>10%</b> of the value of the Works</td><td></td></tr> </table>	Type of security (Value Added Tax is included in the Contract Sum)	Contractor's choice. Indicate "Yes" or "No"	Other – To be defined:		Additional Retention of <b>10%</b> of the value of the Works	
Type of security (Value Added Tax is included in the Contract Sum)	Contractor's choice. Indicate "Yes" or "No"						
Other – To be defined:							
Additional Retention of <b>10%</b> of the value of the Works							

**C1.3: FORM OF GUARANTEE (PRO FORMA)**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

"Physical address: .....

"Employer" means: **GARDEN ROUTE DISTRICT MUNICIPALITY** .....

"Contractor" means: .....

"Engineer" means: **PSP Consult (Pty) Ltd**.....

"Works" means: Contract No. ....

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

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

R

Amount in words: .....

R

Amount in words: .....

R

Amount in words: .....

R

Amount in words: .....

R

Amount in words: .....

R

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works.....

**CONTRACT DETAILS**

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

## **GARDEN ROUTE DISTRICT MUNICIPALITY**

### **SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

#### **PART C2: PRICING DATA**

**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**

## 2.1: PRICING INSTRUCTIONS

### PREAMBLE TO THE BILLS OF QUANTITIES

- 1 For the purposes of this schedule of quantities, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This schedule of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- 8 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the schedule of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item



- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the Employer shall have the right to adjust the tender sum to reconcile the tender sum with the total of the schedule of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions, and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the schedule of quantities are metric units
- The following abbreviations are used in the schedule of quantities:
- |                                            |                            |
|--------------------------------------------|----------------------------|
| mm = millimetre                            | kg = kilogram              |
| m = metre                                  | t = ton (1000 kg)          |
| km = kilometre                             | No = number                |
| km-pass = kilometre-pass                   | mn = mega Newton           |
| m <sup>2</sup> = square metre              | mn-m = mega Newton-metre   |
| m <sup>2</sup> -pass = square metre pass   | % = per cent               |
| ha = hectare                               | KW = kilowatt              |
| m <sup>3</sup> = cubic metre               | Kn = kilo Newton           |
| m <sup>3</sup> -km = cubic metre kilometre | PC sum = prime cost sum    |
| l = litre                                  | Prov sum = provisional sum |
| kl = kilolitre                             |                            |
- 14 All rates and sums of money quoted in the schedule of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the schedule of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications

**PRICING SCHEDULE****PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs. Bidders MUST cast their prices/ rates for each item. Failure to cast prices/ rates for each item shall result in automatic disqualification.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN „X“									
Are you/is the firm a registered VAT Vendor	YES						NO			
If “YES”, please provide VAT number										

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to The Garden Route District Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of The Garden Route District Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Signature of Tenderer: .....

Name of Company: .....

Address: .....

.....

Tel No: .....

E-mail address: .....

<b>C2.2: BILLS OF QUANTITIES</b>
----------------------------------

The Tenderer must complete these sections in full.

**SUMMARY OF SECTIONS**

SECTION	DESCRIPTION	AMOUNT
		(RAND/CENTS)
A	GEORGE	R
B	OUDTSHOORN	R
C	VAN WYKSDORP	R
D	RIVERSDALE	R
E	UNIONDALE	R
F	LADISMITH	R
	Sub-total	R
1	10% Contingencies	R
	Sub-total	R
2	15% VAT	R
Total Carried Forward to Cover page & Form of offer & Acceptance		R

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for:

**Contract:**

**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

has been based.

**Completion period after official order:** \_\_\_\_\_ (days/weeks/months)

**SIGNED ON BEHALF OF TENDERER .....**

REFER TO BILLS OF QUANTITIES SUPPLIED IN EXCEL FORMAT

**GARDEN ROUTE DISTRICT MUNICIPALITY**  
**SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND**  
**DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA**

<b>PART C3: SCOPE OF WORKS</b>
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- C3.1      Description of the Works**
- C3.2      Engineering**
- C3.3      Procurement**
- C3.4      Construction**

### 3.1: DESCRIPTION OF THE WORKS

The Scope of Works is defined as follows:

## 1. SCOPE

### 1.1 Purpose

Tenders are invited for the SUPPLY AND INSTALLATION OF ABOVE GROUND FUEL TANKS AND DISPENSERS AT 6 FUEL DEPOTS IN THE GRDM AREA

Item Nr	Depot	Location of Tank	Coordinates Lat / Lon hddd°mm'ss.s"	Qty of Tanks	Tank Size (litres)
A	GEORGE	Above ground	33°57'51.73"S 22°28'30.98"E	2	23 000
B	OUDTSHOORN	Above ground	33°35'41.48"S 22°12'50.96"E	1	23 000
C	VAN WYKSDORP	Above ground	33°44'37.65"S 21°27'24.81"E	1	9 000
D	RIVERSDALE	Above ground	34° 5'50.00"S 21°14'50.53"E	1	23 000
E	UNIONDALE	Above ground	33°38'56.99"S 23° 8'11.90"E	1	9 000
F	LADISMITH	Above ground	33°29'43.81"S 21°16'21.52"E	1	9 000

The works includes the following:

### DESCRIPTION

This contract covers the civil and mechanical works associated with the supply and installation of 6 above ground Fuel Tanks, including pipework, mechanical equipment, and electrical works associated with the above project.

The extent of the works is indicated on the design drawings, including some major items which are highlighted below.

1. Site Clearance
2. Concrete items: Construction of bund foundation, bund floor with upstand, tank plinths, pipe support and stair footings.
3. Structural steel items (Hot-Dipped Galvanised): Supply, fabrication and installation of tank access stairs, handrails and pipe supports.
4. Supply, fabrication and installation of above ground diesel storage tanks, including nozzles, flanges, etc. all as specified.
5. The removal of plant and equipment, site establishment and the final tidying of the site upon completion of the Works.
6. The making good of defects in the Works as required by Clause 7.8 of the General Conditions of Contract for a period of twelve months.
7. Installation of an Oil Separator
8. Minor Civil Works

**SAFETY STANDARDS**

The Contractor adhere to the Mines and Works Act Safety Regulations and the South African Laws related to safety and the environment. All costs for H&S file to be included in tendered rates.

Signed ..... Date .....

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

Tenderer.....

<b>C3.2: ENGINEERING</b>
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**C3.2.1 DRAWINGS**

DRAWING NO.	DRAWING TITLE
230103-G1	GEORGE DEPOT – SITE DEVELOPMENT PLAN
230103-G2	GEORGE DEPOT – SITE LAYOUT & ELEVATIONS
230103-G3	GEORGE DEPOT – TANK DETAILS
230103-G4	GEORGE DEPOT – HAZARDOUS AREA
230103-O1	OUDTSHOORN DEPOT – SITE DEVELOPMENT PLAN
230103-O2	OUDTSHOORN DEPOT – TANK DETAILS
230103-O3	OUDTSHOORN DEPOT – HAZARDOUS AREA
230103-V1	VAN WYKSDORP DEPOT – SITE DEVELOPMENT PLAN
230103-V2	VAN WYKSDORP DEPOT – TANK DETAILS
230103-V3	VAN WYKSDORP DEPOT – HAZARDOUS AREA
230103-R1	RIVERDALE DEPOT – SITE DEVELOPMENT PLAN
230103-R2	RIVERSDALE DEPOT – TANK DETAILS
230103-R3	RIVERSDALE DEPOT – HAZARDOUS AREA
230103-U1	UNIONDALE DEPOT – SITE DEVELOPMENT PLAN
230103-U2	UNIONDALE DEPOT – TANK DETAILS
230103-U3	UNIONDALE DEPOT – HAZARDOUS AREA
230103-L1	LADISMITH DEPOT – SITE DEVELOPMENT PLAN
230103-L2	LADISMITH DEPOT – TANK DETAILS
230103-L3	LADISMITH DEPOT – HAZARDOUS AREA



<b>C3.3: PROCUREMENT</b>
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**C3.3.1      PREFERENTIAL PROCUREMENT PROCEDURES**

**C3.3.1.1    Requirements**

Not Applicable.

<b>C3.4: CONSTRUCTION</b>
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**C3.4.1.1      PART A: STANDARD SPECIFICATIONS**

**C3.4.1.2      PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS (WORKS SPECIFICATIONS)**

**C3.4.1.3      PART C: PARTICULAR SPECIFICATIONS**

**C3.4.1.1 PART A: STANDARD SPECIFICATIONS**

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

**Applicable national and international standards**

Although not bound in nor issued with this document, all applicable local legislation and the following standardised specifications shall be adhered to and shall form part of the contract document and, notwithstanding the provisions of Sub clause 2.2 of SANS 1200 A, editions specified below shall apply:

- a) ASME B31.4: 2009: Process Piping
- b) ASME Section IX : Welding and brazing qualifications
- c) SANS 10108:2017: Classification of Hazardous Locations and the Selection of Suitable Equipment
- d) SANS 10131:2004: Above-ground Storage Tanks for Petroleum Product
- e) SANS 1200 HA : Structural steelwork (small works)
- f) SANS 1200 HC : Corrosion protection of structural steelwork
- g) SANS 1200 LC: Cable ducts
- h) IP Model Code: Part 15: Area Classification Code for Installations Handling Flammable Liquids
- i) SANS 10089-3
- j) SANS 10089-2
- k) SANS 10108
- l) SANS 10142-1

All work carried out, as well as equipment supplied, must fully meet and be in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations (2014) issued in terms of Section 43 of the Act.

In addition, the latest revisions of the following statutory regulations, laws and obligations as pertaining specifically to any and all electrical work applicable to this specific project are applicable:

- The regulations of the local Supply Authority
- The regulations of the Client, being either Governmental, Municipal, Parastatal or Private
- Local fire regulations

All references to "SABS" specifications shall be read as "SANS" in light of the recent changes by the South African Bureau of Standards. Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable.

- a) In the event of discrepancy between any of the specifications, regulations and codes of practice, the SANS 10142-1 Code of Practice for Wiring of Premises shall take precedence.
- m) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.
- n) The variations and additions to the specifications listed in C3.4.1.1 are as shown in PART B C3.4.1.2

**C3.4.1.2 PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS**

Amendments to the standard specifications are included in this Part B: Project Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, may cover items not applicable to this particular contract and should be clarified with the Engineer if discrepancies are obvious.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

**VARIATIONS AND ADDITIONS**

The numbering method in this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200.

An example of deviation: each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specifications will also include the appropriate project specification.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed below, the requirement of the Specification Data shall prevail.

Departures from and/or additions to specifications listed in portion 1 are set out on the following pages in accordance with the numbering system of the standardised or particular specification.

## WORKS SPECIFICATIONS

The variations and additions to the specifications listed as follows:

### **PS 1 SITE FACILITIES AVAILABLE**

#### **PS 1.1 HOUSING FOR CONTRACTOR'S EMPLOYEES**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects 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.

### **PS 2 SITE FACILITIES REQUIRED**

No housing is required for the Engineer. Other facilities such as an office, telephone, nameboard, survey equipment, etc. required for the Engineer, are described under the relevant sections.

### **PS 3 FEATURES REQUIRING SPECIAL ATTENTION**

#### **PS 3.1 SAFETY REGULATIONS**

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

#### **PS 3.2 SURVEY BEACONS**

Survey pegs along the street reserve boundaries will be indicated to the Contractor. The Contractor shall be solely responsible for the protection of survey pegs. The Contractor's attention is specifically drawn to the requirements of SANS specification 1200 A: General, clause 5.1 survey, in this respect.

#### **PS 3.3 "AS BUILT" DRAWINGS**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. This information must be submitted monthly by the Contractor with his payment certificate, to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "as built" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the related items.

#### **PS 3.4 FINISHING AND TIDYING**

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

### **PS 4 EXTENSION OF TIME RESULTING FROM ABNORMAL CLIMATIC CONDITIONS**

The Contractor shall make allowance for the average rainfall and windy conditions that may exist 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 time in terms of clause 5.12.2.2 of the general conditions of contract, arising from abnormal climatic conditions, shall be applied as follows:

Delays on working days only (based on a five-day working week) will be considered for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time. The value of "n" for this contract shall be based on the loss of thirty-two (32) working days per annum due to inclement weather.

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 thirty-two (32) 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	NUMBER OF NORMAL INCLEMENT WEATHER DAYS EXPECTED
January	2
February	2
March	2
April	2
May	2
June	4
July	4
August	4
September	4
October	2
November	2
December	2
<b>TOTAL</b>	<b>32</b>

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 abnormal climatic conditions 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 programme 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 (i.e., Industrial Council/Safety Officer, etc.).

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within one (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 the works unless the effect is clearly applicable to the critical path of the agreed construction programme.

## VARIATIONS AND ADDITIONS

Departures from and/or additions to specifications listed are set out on the following pages in accordance with the numbering system of the standardised or particular specification.

### PSA SANS 1200 A: GENERAL

#### PSA 2.4 Interpretations: Abbreviations

*Add to subclause 2.4(b):*

"The acronym 'MAMDD' referred to throughout the document stands for Modified AASHTO Maximum Dry Density."

*Add after subclause 2.4(b):*

"References to South African National Standards or SANS shall be interpreted as references to South African Bureau of Standards or SABS and the two terms are used interchangeably."

#### PSA 3.1 Materials: Quality

*Substitute the second sentence of subclause 3.1 with:*

"Materials shall bear the official mark of the appropriate standard and all HDPE product suppliers must be SAPMA registered. All materials shall bear the official mark of the appropriate standard and marking must be permanent. Markings must include the following information: batch, class and date of manufacture and may not be older than 1 year"

Substitute the second paragraph with the following:

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory, which is capable to carry out the necessary tests. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours prior to the commencement of the tests and must allow time in his programme for necessary testing and processing of results. "

#### PS A 3.3 STORAGE OF MATERIALS

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the Contractor's own expense.

#### PS A 3.4 HANDLING OF MATERIALS

Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

The Engineer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.

#### PSA 5.1 Construction: Survey

*Substitute the first paragraph in subclause 5.1.1 with the following:*

"Setting out the works is the sole responsibility of the Contractor and shall be done from survey pegs along the street reserve boundaries and from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor.

Any existing survey beacons disturbed must be replaced by a land surveyor and all cost relating to such a replacement shall be for the Contractor."

**PSA 5.2 Construction: Watching, Barricading, Lighting and Traffic Crossings**

*Add the following to the first paragraph:*

"In addition to the provisions of subclauses 5.1.1.1 and 5.1.6 of SANS 1200D, the Contractor shall liaise with the Municipality Traffic Department and ensure that all traffic lights, barricades and warning lights shall be to their approval. All construction to be undertaken in half widths to ensure that all residents are inconvenienced as little as possible"

**PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Substitute A 5.4 with the following:

**PS A 5.4.1 Location of existing services**

As the first activity of the Works and after the instruction to commence with the Works has been issued, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to be informed at all times of the progress by the Contractor) and pointed out on site by the local authority will be opened and surveyed (level, invert, diameter and coordinates). These services include (but is not limited to) sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These services will be reported to the Engineer 10 days before these services will delay the Contractor.

The Contractor must therefore open all existing services and report them to the Engineer, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Engineer will be for the Contractors account. Therefore, the protocol that must be indicated on the programme is as follows:

SEQUENCE OF PROTOCOL OF EXISTING SERVICES		
1	2	3
Open and Locating Existing Services	Report All existing services to the Engineer	Time before Practical Completion date and/or Completion date is affected
At Least 5 working days	2 working day	5 working days

The 10 days, as per sequence number 3, is identified as float in terms of Clause 5.6.2.4 of the GCC 2015 (3<sup>rd</sup> Edition) and may only be used on prior approval by the Engineer. These 10 days must be programmed as a single bar item/activity, in the initial programme and subsequent adjusted programmes, as the immediate predecessor to normal climatic conditions and on the critical path of the programme.

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

Thereafter, the Contractor shall, using appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

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

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

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



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

The Contractor shall also be liable for consequential damage regarding (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

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

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

#### **PSA 5.5 Dealing with water on works**

*Add the following:*

"All work must be protected against flooding and damage by water (storm water, groundwater etc) and the Contractor's prices will be held to include for such protection and for any rectification that may be required (including drying out of material or layer works or any consequential losses, slow progress, deviations, cofferdams, sumps, well point, labour and pumping of water).

Care shall be taken that a free passage for water is maintained in all gutters and waterways. Special precautions shall be taken by the Contractor not to change existing conditions by leaving spoil in waterways or by diverting water onto private property.

The Contractor shall make good any damage and shall settle all claims at his own expense in the event of flooding of private or public property occurring through waterways being obstructed by his operations or through the effect of any other of his acts or omissions.

The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the implementation and maintenance of all soil erosion preventative measures necessary to protect any pipeline and the properties through which it passes, and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the contract works.

Notwithstanding the types and quantities of anti-erosion measures executed by the Contractor, whether ordered by the Engineer or not, and notwithstanding the maintenance work performed on these works, the Contractor shall be responsible for repairing and remedying at his own cost all settlement in the trench or elsewhere, all erosion of the trench, of the working area and adjacent to it, and on any other areas occupied or used by him during the course of the Contract, all wash-away, scour at waterways, deteriorating of anti-erosion works and any other damage. He shall, therefore, be free to carry out at his own expense, such additional compaction of the backfill and such other anti-erosion or other works as, in his opinion, will reduce his restoration and repair work during the Contract Period including the Defects Liability Period and shall provide therefore in his Tender.

Unless otherwise allowed for in the Schedule of Quantities, the Contractor shall be responsible for all costs in dealing with water and must therefore allow for such costs in his tendered rates."

#### **PSA 6.2 Tolerances: Degree of Accuracy**

Degree of Accuracy II is applicable.

#### **PSA 7.1.1 Testing: Principles: Checking**

*Add the following:*

"For compaction tests, the Contractor shall carry out a minimum of one compaction test for every 300m<sup>3</sup> of subgrade material processed and for every 1000m<sup>2</sup> of subbase and base course material placed. Tensile splitting and abrasion tests shall be done on each batch of concrete pavers delivered to site to ensure the correct strength pavers are used. Ensure that the supplier complies with the latest manufacturing of concrete block pavers' standard **SANS 1058:2012 Edition 2.1**.

The Contractor shall test compaction density on all pipe bedding and backfill in trenches at least once for every 20m of each layer placed and compacted. The tendered rates for each of the relevant items shall include the costs of all such control testing and no additional claims shall be considered in this regard. Should the control testing, arranged by the Contractor, not meet the requirements of the specification, the Engineer shall have the right to conduct all such tests at the Contractor's expense and on his behalf. In this case, the

Engineer shall be given 72 hours' notice of when testing is required. No claims shall be considered in respect of delays resulting from such testing.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such tests show the Contractor's control testing to be such that the quality of the Contractor's work can be called into question, the Engineer may order further check tests to be carried out on work that have already been completed. All costs associated with such subsequent checks shall be for the Contractor's account."

**PS A 7.1.2 Standard of Finished Work not to Specification**

Insert the words "or checks by an approved laboratory" after the words "Where the Engineer's checks" in the first sentence of A 7.1.2.

**A 7.2 APPROVED LABORATORIES**

Substitute A 7.2 with the following:

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

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

**PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned

**A 8 MEASUREMENT AND PAYMENT**

**A 8.1 MEASUREMENT**

**PSA 8.1 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)**

**PS A 8.1.2 Health And Safety Measures .....Unit : Sum**

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 (Principal Contractor and Contractor) of the Construction Regulations (2014) 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 8.1.3 Health and Safety Plan ..... Unit : Sum**

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 the Construction Regulations (2014). 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 8.1.4 Health And Safety File .....Unit : Sum**

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 during the duration of the contract and the handing over of the file to the Client on completion of 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 8.1.5 Liaison Officer.....Unit : Sum**

If required in terms of the contract, the Contractor shall employ a Liaison Officer for the full duration of the contract if a Liaison Officer is required, a provisional sum will be provided in the Schedule of Quantities to cover the cost of the CLO.

**PSA 7.4 Testing: Statistical Analysis of Control Tests**

*Substitute clause 7.4 with the following:*

"Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned."

**PSA 8.2.2 Measurement and Payment: Payment: Time-related Items**

*Add the following:*

"The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of an extension to the Contract:

$$\text{Sum of tendered amounts for all time related items} \times \frac{\text{Extended contractual period}}{\text{Tendered contract period}}$$

**PSA 8.3.3 Measurement and Payment: Scheduled Fixed Charge and Value Related Items: Other Fixed Charge Obligations**

*Add the following:*

"The Contractor will be responsible for obtaining all relevant wayleaves from all relevant bodies before commencing works. The costs, overheads and profits for obtaining wayleaves and liaising with relevant authorities will be deemed to be included in the rate tendered for this item. In addition, the Contractor will be solely responsible for obtaining these wayleaves and no claims for extension of time will be entertained in the event of works being stopped due to wayleaves not being obtained."

**PSA 8.4 Measurement and Payment: Scheduled time related items**

*Add the following payment items:*

**PSA 8.4.6 Contractor's obligation in respect of Health and Safety.....Unit: Sum**

The tendered sum shall include full compensation for compliance with the requirements of the OHS Act and Regulations for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

**PSA 8.4.8 a) Standing time costs: Plant.....Unit: Day**

The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant to be used during construction at any time.

**PSA 8.4.8 b) Standing time costs: Labour.....Unit: Day**

The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

**PSA 8.5 Measurement and Payment: Sums Stated Provisionally by the Engineer**

*Add the following payment items:*

**PSA 8.5 (e) Material testing by commercial laboratories if required by the Eng Unit: Percentage****PSA 8.5 (f) Overhead, charges, and profit on item (e).....Unit: Percentage**

The items above (8.5 (c) to (f)) will cater for all costs associated with the provision of the relevant service. This includes but is not limited to all taxes, levies, accommodation, PPE, UIF, PAYE etc. The percentages tendered for (d), (f) shall cover the Contractor's overheads, charges and profits for the amounts provided for in (c), (e) respectively.

**PS A 8.8.4.2 Hand excavation to locate and expose existing services in all materials .....Unit : m<sup>3</sup>**

Rates to include PS A 5.4.1. The rate shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the service from damage during excavation and backfilling and for subsequent backfilling and compaction. Compaction of material in all areas expect in roadways shall be to 93% of MOD AASHTO density (100% for sand).

The tendered rate shall also include for keeping the excavations safe, for dealing with surface and subsurface water and for the removal and spoil of surplus material.

Only quantities that can be reasonably verified by the Employers Agent will be certified for payment. The onus is on the Contractor to ensure that each excavated pit/existing service to verified by the Employers Agent before closing up and Clause 7.5.1 of the GCC 2015 applies in this regard.

**PSC SITE CLEARANCE****PS C.3.1 Materials: Disposal of Material (SANS 1200C CI 3.1)**

*Replace the first sentence with the following:*

"All materials generated by clearing, grubbing and demolition of fences and structures shall be disposed of at a licensed municipal dump site or nearby site approved by the Engineer."

**PS C 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing will be limited to street reserves or such wider area as is necessitated by the street prism, borrow pits, a 10 m wide strip for concrete and/or earth channels and a 3 m wide strip for pipelines not in street reserves, if requested by the Engineer, the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**PS C 5.3 CLEANING**

Add the following to C 5.3:

The removal of existing fences will only be allowed on written approval of the Engineer. The Contractor shall on his own cost immediately repair any damage done to existing fences due to construction work if the fences are not to be removed.

**C 8 MEASUREMENT AND PAYMENT****C 8.2 SCHEDULED ITEMS****PS C 8.2.1 Clear and grub for ..... Unit: ha, m<sup>2</sup>, or km**

Add the following to C 8.2.1:

The rate for clearing and grubbing area(s) designated by the Engineer shall cover the cost of removing debris, builder's rubble, rubbish, vegetation, surface boulders and the like. The concrete bollard fencing will be handled under site clearance under this item.

The rate shall include loading, cartage and disposal of material and debris incidental to the clearing and grubbing to a dumpsite located by the Contractor himself (also refer to PS11 regarding costs referring to the spoil of materials and overhaul).

The rate will include the removing of the topsoil, vegetation, stockpiling and maintain for the duration of the project. The area to be stockpiled will be measured as per the minimum dimensions of Clause 5.2 of the SANS 1200 DB multiplied by the length of the applicable pipeline.

**D 3 MATERIALS****D3.1 CLASSIFICATION FOR EXCAVATION PURPOSES****PS D3.1.1 Method of Classifying**

Add the following to D3.1.1:

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

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

**PSD.3.1.2 Materials: Classification for Excavation Purposes: Classes of Excavation (SANS 1200D CI 3.1.2)**

*Please add the following after the last paragraph:*

"e) Hand Excavation

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) respectively will not apply to those aspects of the earthworks which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation, the following classifications shall apply:

"Soft excavation" will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

"Intermediate excavation" will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer requires breaking by pneumatic or hydraulic means before removing the material from the excavation as soft material.

"Hard rock excavation" will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up broken up by blasting before removing the material from the excavation as soft material.

The definition of boulder excavation Classes A & B given under Sub-Clauses 3.1.2(d) and (e) will apply irrespective of whether the earthworks are carried out by labour intensive methods or by any other method. "

**PSD.3.3.1 Materials: Selection: General (SANS 1200D CL 3.3.1)**

*Add the following to Sub-clause 3.3.1:*

"The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

**PSD.4.5 Plant: AVOIDING QUAGMIRE CONDITIONS (SANS 1200D CL 4.5)**

*Add the following to Sub-Clause:*

"In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall, at his own expense, take such steps to rectify the conditions as the Engineer may order."

**PS D 5.1.1 Detection, location, and exposure.**

*Add the following to D 5.1.1:*

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

**PSD.5.1.2.2 Construction: Precautions: Existing Services: Detection, Location and Exposure (SANS 1200D CI 5.1.2.2)**

*Add the following to Sub-clause 5.1.2.2:*

"If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. Exact details of these services will be given to the Engineer. These services must also be indicated on the "As Built" drawings."

**PS D 5.1.2.3 Protection of Cables**

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

**PS D 5.1.2.4 Negligence**

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

**PS D 5.1.3 Stormwater and groundwater**

Add the following to D 5.1.3

The contractor's responsibility is to allow drainage of flows that can be handled by a 200mm wide trench. Where trenches cannot be self-drained, they should lead to a sump equipped with a 75mm air-driven pump the output of which is over 12l/s.

**PSD.5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance (SANS 1200D CI 5.1.4.1)**

*Add the following to Sub-clause 5.1.4.1*

"The Contractor is responsible for dust control and is liable for any claims that may result from dust nuisance during the contract period. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates."

**PSD.5.1.6 Construction: Precautions: Road Traffic Control (SANS 1200D CI 5.1.6)**

*Add, after the last paragraph, the following:*

"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Road working Signage: Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993).

Sufficient road signs must be erected in such a way that motorists will be warned in time of works, eg. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.

Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.

Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, white drums must be placed in the street and not just along the sides of the street with danger tape in between.

Danger tape must be put up between drums and tied around the drums.

Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.

Sufficient safety measures must be utilised for pedestrians."

**D 5.2 METHODS AND PROCEDURES****D 5.2.1 Site Preparation****PS D 5.2.1.1 Clearing or Clearing and Stripping of Site**

Delete subclause D 5.2.1.1b)

**PS D 5.2.1.2 Conservation of topsoil**

Add the following to D 5.2.1.2:

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

**D 5.2.2 Excavation**

**PS D 5.2.2.1 Excavations for general earthworks and for structures**

Add the following to D 5.2.2.1:

Strip foundations and encasement of pipes shall be cast directly against excavated surfaces.

Materials under foundations and floors of structures which are regarded by the Engineer as unsuitable for the bearing of such structures shall be removed to the depths and widths ordered. The excavated voids shall then be filled with sand compacted to 100 % of MAASHTO density, to the underside of such foundation or floors, unless a soil cement mixture in terms of PS D 5.2.3.2 or mass concrete is ordered by the engineer.

**PS D 5.2.2.3 Disposal**

Substitute the second sentence of D 5.2.2.3 with the following:

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

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

No additional payment shall be made to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites and the costs thereof shall be deemed to be included in the tendered rates and prices for the applicable excavation items.

Suitable surplus material from excavations shall be utilised as fill material where filling is required of which the positions and levels are shown on the drawings, and should be placed, spread, shaped to the specified levels and compacted to 90% (100% for sand) of Mod AASHTO density, or other density as specified.

The Contractor will provide the Engineer with all details and approvals for the spoil site at time of Commencement of the Contract.

**PS D 5.2.2.4 Excavation by hand around existing services**

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 500 mm above and on both sides of pipes, as well as underneath the services.

**D 5.2.3 Placing and Compaction****PS D 5.2.3.2 Backfilling of trenches and backfilling against structures**

Add the following to D 5.2.3.2:

Backfilling around structures shall be compacted to 95% (100% for sand) of MAASHTO density.

When specified or ordered by the Engineer the backfilling against structures shall be done using a mixture of soil cement. The mixture shall contain 5% cement and just sufficient water for the mixture to be placed and compacted like ordinary backfilling material.

**PS D 5.2.3.3 Backfilling of over-excavations**

Where the Engineer approved the backfilling of over-excavation with suitable material, the backfilling material must be compacted to the greater of 95% of the MOD AASHTO density or the density of the insitu material.

**PS D 5.2.4.2 Top soiling**

Add the following to D 5.2.4.2:

Topsoil shall be placed on the designated landscaping areas as per drawing where no paving is specified, or in areas where directed by the Engineer.

**PSD 8.1 Dealing with services that are at risk because of the construction of earthworks**



**PS D 8.1.1 c) Excavate by hand in soft material to expose service..... Unit : m<sup>3</sup>**

Add the following to D 8.1.1 (c):

The rate tendered for c) shall further cover the cost of backfilling the excavation with excavated material, compaction by hand to minimum of 93% MOD AASHTO density, keeping the excavation safe and any other operation necessary to complete the work. No distinction will be made between various types of services to be exposed, or the depth to which the excavations are to be taken.

**PSD.5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal (SANS 1200D CI 5.2.2.3)**

Add the following to Sub-clause 5.2.2.3:

"Excess materials arising from the excavations shall generally be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite."

**PSD.5.2.2 Construction: Methods and Procedures: Excavation (SANS 1200D CI 5.2.2)**

Add the following Sub-clause:

5.2.2.4 Excavation by hand around existing services. Where hand excavation is required around existing services, it shall be done within 3.0m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

**PSDM EARTHWORKS (ROAD, SUBGRADE)****PSDM.5.2.2.4 Construction: Methods and Procedures: Cut and Borrow: Temporary Stockpiling of Materials (SANS 1200DM CI 5.2.2.4)**

Add the following:

"The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum"

**PSDM.5.2.3.3 Construction: Methods and Procedures: Treatment of Roadbed (SANS 1200DM CI 5.2.3.3)**

Add the following to subclause (a):

"The roadbed shall be scarified to a depth of 150mm, watered, shaped and compacted to 93% of MAMDD."

**PSDM.7.3.2 Testing: Routine Inspection and Testing (SANS 1200DM CI 7.3.2)**

Add the following after the table:

"No density shall be less than the specified minimum density for the relevant layer. The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor."

**PSME SUBBASE****PSME 3.2.1 Materials: Physical Properties: Regional Factor (SANS 1200ME CI 3.2.1(d))**

Replace the last sentence with the following:

"The regional factor for his area is 0,60 and the regional minimum CBR value for sub-base material is thus 45%."

**PSME 7.2.2 Testing: Process Control and Routine Inspection and Testing: Routine Inspection and Testing (SANS 1200ME CI 7.2.2))**

Add the following:

"Notwithstanding subclause 7.2.2 and Table 3, no single test result which is below the specified density will be accepted."

**PSME 8.3.2 Measurement and Payment: Scheduled Items: Construct the subbase course with material from designated excavations (SANS 1200ME CI 8.3.2)**

Add the following:

"Designated excavations' shall include material from the stockpile of recovered material."

**C3.4.1.3 PART C: HEALTH AND SAFETY SPECIFICATIONS**

THE H&S SPECIFICATIONS WILL BE ISSUED TO SUCCESFULL TENDERER