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website: www.geoscience.org.za



Council for Geoscience

TENDER RULES AND CHECK LIST

1. All the documents accompanying this invitation to bid must be completed in detail, be **sealed in an envelope** and be deposited in the tender box before the closing date and time. The tender box is situated at the reception of the Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria. Tenders must only be submitted on the tender documentation issued. The retyping of the tender document is not permitted.

2. Duly completed and signed original bid document should be sealed in an envelope marked:

Description: Appointment of a CIDB registered contractor to construct stormwater berms at the new modder #14 shaft to prevent water ingress into the mine void for the Council for Geoscience.

Tender No : CGS-2023-007F

Issue date : 20 June 2023

Closing date : 19 July 2023 @ 11h00

3. CGS POPIA COMPLIANCE POLICY STATEMENT

The Council for Geoscience is committed to securing the integrity and confidentiality of your Personal Information that is in our possession and will guard against unlawful access and use. The processing of your personal information by the Council for Geoscience will be done in accordance with the POPIA Act 4 of 2013 as well as our processing notice that can be accessed from our website www.geoscience.org.za.

4. COMPULSORY SITE BRIEFING

Compulsory Site briefing date: 06 July 2023 at 11h00

Place: The New Modder #14 site is situated on erf number R/1/76-IR next to Benoni Road in Modderfontein, Benoni of the Gauteng Province. **Co-ordinates:** 26° 10.285'S 28° 22.838'E

5. CHECK LIST

ALL THE RELEVANT FORMS ATTACHED TO THIS BID DOCUMENTS MUST BE COMPLETED AND SIGNED BACK IN BLACK INK WHERE APPLICABLE BY A DULY AUTHORISED OFFICIAL. FAILURE TO PROVIDE ANY OF THE BELOW MENTIONED DOCUMENTS MAY LEAD TO DISQUALIFICATION.

RETURNABLE DOCUMENTS THE FOLLOWING IS INCLUDED IN THE TENDER DOCUMENT	YES	NO
Three documents; one (1) original tender document and two (2) copies		
SBD 1. Invitation to Bid		
Bidders must provide proof of Tax Clearance compliance from SARS, The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018.		
SBD 3.3. Pricing Schedule		
Tender specification		
SBD 4. Declaration of interest		
SBD 6.1. Preference points		
Supplier application form (CSD Report)		
Government procurement General conditions of contract		
Certified copies of identity documents of the directors, trustees, main shareholders and members of the company		
Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company		
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.		
In a case where BBBBEE certificate is a requirement to submit in order to score points on specific goals, a certified valid SANAS accredited certificate or DTI certificate, Sworn Affidavit will be required. Certificates issued by IRBA and Accounting Officers have been discontinued. Certified BBBEE certificate (For consortium or joint venture a consolidated BBBEE Certificate must be submitted)		
List of references of past and present clients (Company name, department, branch, contact person with office telephone number		
The Council's document must be kept as supplied and submitted with all Schedules/Forms fully completed.		
Any other documents, certificates etc. must be attached as annexure to the official Council document		
Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected		

No bid forwarded by telegram, telex, facsimile or similar apparatus will be considered.		
Company registration documents		
In case of Joint venture, trust or consortiums please submit joint venture agreement.		

6. BID CONDITIONS

6.1 Bidders shall provide full and accurate answers to all (including mandatory) question posed in this document, and, are required to explicitly state either "Accept" or "Not Accept" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

6.2 A "✓" under **"Accept"** will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under **"Accept"** will be interpreted that the Bidder/s has/have read and understood the paragraph, A "✓" under **"Not Accept"** will be interpreted that the bidder does **not accept** the content of the applicable paragraph.

6.3 The following bid, conditions will govern the contract between the Council for Geoscience and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
The Bidder/s shall accept CGS's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CGS.		
Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CGS's, it shall be dealt with in terms of paragraph 23 of the general conditions of contract?		
Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFB, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or		

incomprehensive service documentation will result in rejection of the offer.		
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Selection	ACCEPT	NOT ACCEPT
CGS reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
Should CGS consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required?		
To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Copyright	ACCEPT	NOT ACCEPT
The specifications are the intellectual property of Council for Geoscience.		
The contents of any specifications are the property of CGS and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

Submission of Bid	ACCEPT	NOT ACCEPT
CGS may also reject an offer if the Bidder/s fail to complete the standard bidding documents in this tender document.		

Service approval	ACCEPT	NOT ACCEPT
The Procuring of the Services shall not take place until CGS has given final approval of all procedures.		

Upfront/Deposit Payments	ACCEPT	NOT ACCEPT
CGS will not make any upfront payment or deposit payments to the successful bidder/s for goods or services. CGS will pay 30 days after delivery of goods or service and receipt of an invoice.		

7. BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual Bidder	
Joint venture	
Consortium	

Subcontractors	
Other	

If Joint Venture or Consortium, indicate the following for <u>Prime Bidder</u>:	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following for <u>all</u> partners other than Prime Bidder:	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using other contractors:	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	

Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using Subcontractors, indicate the following for <u>all</u> Subcontractors:	
Name of Subcontractor(s)	
Registration number	
VAT registration number	
Percentage of work subcontracted	
Value of work sub contracted in rands	R
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

8. RESPONSE FORMAT

Bidders must respond using the following response format:

Schedule	Description
Schedule 1	<p>Executive Summary</p> <p>The executive summary must cover the following:</p> <ul style="list-style-type: none"> • Paragraph 1 The Bidder must indicate in their bid response to the Council for Geoscience whether they are responding as a Prime bidder, joint venture, consortium or partnership and list the parties and explain their roles. • Paragraph 2 The Bidder must indicate that the signatory of the company/consortium is duly designated to sign the bid response on our behalf of the consortium or joint venture. • Paragraph 3 Summary of similar work done in the past • Paragraph 4 High level summary of their response
Schedule 2	SBD 1
Schedule 3	<ul style="list-style-type: none"> • Bidders must provide proof of Tax Compliance Status Pin from SARS. The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018
Schedule 4	Functional response
Schedule 5	Price Breakdown (Indicate cost drivers) where applicable
Schedule 6	SBD 3.3
Schedule 7	SDB 6.1 (Preference Points form) BBBEE Certificate
Schedule 10	Central Supplier Database
Schedule 11	General Conditions of Contract 2010

NB: The response must have an index and the document must be neatly divided using the above mentioned format in sequence.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CGS-2023-007F	CLOSING DATE:	19 JULY 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A CIDB REGISTERED CONTRACTOR TO CONSTRUCT STORMWATER BERMS AT THE NEW MODDER #14 SHAFT TO PREVENT WATER INGRESS INTO THE MINE VOID FOR THE COUNCIL FOR GEOSCIENCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
COUNCIL FOR GEOSCIENCE,					
280 PRETORIA STREET					
SILVERTON, PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Frans Moshoeu		CONTACT PERSON	Frans Moshoeu	
TELEPHONE NUMBER	012 841 1250/1		TELEPHONE NUMBER	012 841 1250/1	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	fmoshoeu@geoscience.org.za		E-MAIL ADDRESS	fmoshoeu@geoscience.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

280 Pretoria Street, Silverton, Pretoria
Private Bag X112, Pretoria 0001, South Africa
Tel: +27 (0)12 841 1911
Fax: +27 (0)12 841 1221
email: info@geoscience.org.za
website: www.geoscience.org.za



Council for Geoscience

**APPOINTMENT OF A CIDB REGISTERED CONTRACTOR TO CONSTRUCT
STORMWATER BERMS AT THE NEW MODDER #14 SHAFT TO PREVENT WATER
INGRESS INTO THE MINE VOID FOR THE COUNCIL FOR GEOSCIENCE.**

CGS-2023-007F

Date issued: 20 June 2023

Compulsory site briefing date : 06 July 2023 at 11h00

Place: The New Modder #14 site is situated on erf number R/1/76-IR next to Benoni Road in Modderfontein, Benoni of the Gauteng Province. **Co-ordinates:** 26° 10.285'S 28° 22.838'E

Closing date and time: 19 July 2023

Bid validity period: 120 calendar days

TENDER BOX ADDRESS

280 Pretoria Street
Silverton
Pretoria
0001

1. INTRODUCTION

The Council for Geoscience (CGS) is a schedule 3A public entity organisation as defined by the Public Finance Management Act (Act 1 of 1999). The CGS derives its mandate from the Geoscience Act 100 of 1993. The objectives of the CGS under the Act are to produce world-class geoscience knowledge products and to render geoscience-related services to the South African public and industry. The strategic position of the CGS is to ensure that its activities contribute to the national imperatives, namely to free the potential of individuals by improving the quality of life of all citizens, assisting in the growth and wealth of the country and eradicating poverty, especially in the rural areas of South Africa. It does this through the mandate of the Geoscience Act, which includes the following activities:

- 1.1 To systematically document and compile the geology of the earth's surface and continental crust, including offshore areas within the territorial boundaries of South Africa.
- 1.2 To compile geoscience data, especially geological, geophysical, metallogenic and engineering geological information in the form of maps and accompanying explanations and to make this information available to the public.
- 1.3 To do basic geoscience research into the nature and origin of rocks, ores, minerals and the history and evolution of life and to understand the geological evolution of the earth. These findings are published in peer-reviewed geoscience publications nationally and internationally.
- 1.4 To collect and curate all geoscience knowledge for the country into the National Geoscience Repository and to make such information available to the public as far as it is possible.
- 1.5 To render geoscience knowledge services and advice to the State to enable informed and scientifically based decisions on the use of the earth's surface and its resources within the territory of South Africa.
- 1.6 To manage several national geoscience facilities on behalf of the country such as the National Seismograph Network, the National Borehole-Core Repository, the National Geoscience Heritage Collections (Geoscience Museum) and the National Geoscience Library.
- 1.7 To render commercial geoscience services and products to national and international clients.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to appoint a CIDB-registered contractor to construct storm water berms at the New Modder #14 shaft to prevent water ingress into the mine void.

2.1. Successful bidder will submit the following:

- Works Insurance
- 10 per cent performance guarantee
- Health and Safety File
- Quality assurance plan

LEGISLATIVE FRAMEWORK OF THE BID

2.2. Tax Legislation

2.2.1. Bidders must be compliant when submitting a proposal to the Council for Geoscience and remain compliant for the entire contract term with all applicable tax legislation, including, but not limited to, the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

2.2.2. The tax compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2.2.3. It is a requirement that Bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status and, by submitting this bid, such confirmation is deemed to have been granted.

2.2.4. Bidders are required to be registered on the Central Supplier Database and National Treasury shall verify the Bidder's tax compliance status through the Central Supplier Database.

2.2.5. Where Consortiums/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

2.3. Procurement Legislation

The Council for Geoscience has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999). The Preferential Procurement Policy Framework Act 2000, (Act No. 5 of 2000) PPR 2022 and the Broad-Based Black Economic Empowerment Act 2003 (Act No. 53 of 2003), Practice Note 09 of 2017/18.

2.4. Technical Legislation and/or Standards

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.

3. TIMELINE OF THE BID PROCESS

The period of validity of the tender and the withdrawal of offers after the closing date and time is 120 calendar days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid in CGS Website	20 June 2023
Closing date of questions relating to bid	11 July 2023
Bid closing date	19 July 2023
Notice to Bidders	The Council for Geoscience will endeavour to inform Bidders of progress until the conclusion of the tender.

All dates and times in this bid are South African standard times.

Any time or date in this bid is subject to change at the Council for Geoscience's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Council for Geoscience to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established. The Bidder accepts that, if the Council for Geoscience extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

4. CONTACT AND COMMUNICATION

- 4.1.** A nominated official of the Bidders can make enquiries in writing to the specified person, Frans Moshoeu, via email fmoshoeu@geoscience.org.za and/or +27 12 841 1250/1. Bidders must reduce all telephone enquiries to writing and send these to the above email address.
- 4.2.** The delegated office of the Council for Geoscience may communicate with Bidders where clarity is sought in the bid proposal
- 4.3.** Any communication to an official or a person acting in an advisory capacity for the Council for Geoscience in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- 4.4.** All communication between the Bidders and the Council for Geoscience must be done in writing.
- 4.5.** While all due care has been taken in connection with the preparation of this bid, the Council for Geoscience makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Council for Geoscience and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 4.6.** If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Council for Geoscience (other than minor clerical matters), the Bidders must promptly notify the Council for Geoscience in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Council for Geoscience an opportunity to consider what corrective action is necessary (if any).
- 4.7.** Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Council for Geoscience will, if possible, be corrected and provided to all Bidders without attribution to the Bidders who provided the written notice.
- 4.8.** All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the Bid or the Tender process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid

5. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and, where practicable, be returned unopened to the Bidders.

6. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

7. FRONTING

7.1. Government supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemns any form of fronting.

7.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/Contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder/Contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Council for Geoscience may have against the Bidder/Contractor concerned.

8. SUPPLIER DUE DILIGENCE

Council for Geoscience reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information. Bidders whose information could not be confirmed or authenticated and found to have misrepresentation of information during the bidding process will be disqualified and restricted with the National Treasury.

9. DESCRIPTION OF WORKS

9.1. Employer's Objectives

Council for Geoscience require a contractor to construct stormwater berms to prevent surface water ingress into the mine void.

9.2. Location of Works

The New Modder #14 site is situated on erf number R/1/76-IR next to Benoni Road in Modderfontein, Benoni of the Gauteng Province. **Co-ordinates:** 26° 10.285'S 28° 22.838'E

9.3. Labour – Intensive Works

No requirements for labour intensive construction methods are specified.

Extent of Works

The works that form part of this contract are the following items but are not limited to:

- Construction of stormwater berms complete with associated earthworks and reinstatement,
- In addition to the above, the Contractor is responsible for the following construction work of general nature:
 - Providing adequate management, site supervision and control policies and procedures for the successful completion of the works.
 - Establishing and maintaining a safe working environment for all employees in accordance with the provisions of the contract and general good practice.
 - Establish on site at the designated lay down area equipment and personnel. This includes site clearance, fencing off and provision of ablution facilities at the contractor's camp.
 - Setting out, constructing and testing of the works in accordance of the provisions of this contract.
 - The programming of activities and monitoring of progress in accordance with the contract.
 - Quality assurance and control in accordance with the requirements of the contract.
 - The remedy of facilities, plant and equipment during the "Defects Liability Period" as defined in the General Conditions of Contract and other relevant documents.
 - Finishing-off the site and de-establishing from the site after approval of works have been given by means of completion certificate.

9.4. Phasing of the Works

No requirements in terms of specific phasing have been specified.

10. CONSTRUCTION

10.1. Standard Specifications

- (a) The following specifications shall apply for the construction of the Works.
- (i) **SANS 1200: Standardized specifications for Civil Engineering Construction**

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

11. PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

11.1. Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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 and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by PS followed by a new number to follow on the last number of the relevant section.

PROJECT SPECIFICATIONS

12. GENERAL DESCRIPTION

The works to be carried out are described in Description of Works Section 9.

13. ACCESS, CONSTRUCTION AND SERVICE ROADS

13.1. Definitions

Access roads are defined as roads which shall be maintained for the duration of construction for the purpose of gaining Access to the works.

Construction roads are defined as roads built or upgraded and maintained for the duration of the construction. They may be used by the Contractor for the transportation of material, equipment etc. to and from the Works. These may be temporary roads and the underlying area shall be reinstated to its original state on completion of the works.

13.2. General

Any and all existing roads utilised for construction purposes shall be strictly maintained in their original condition. Should any road be damaged by the Contractor, it shall be immediately reinstated to its original condition at his expense.

The responsibility for ensuring that all anticipated costs in the above regard for all affected roads are included in this Tender rests with the Tenderer. The affected roads vary in typical standard and mostly surfaced roads are present. The Tenderer shall make full allowance for this work in his tender submission and all costs shall be included in the listed items.

14. CONSTRUCTION PROGRAMME

14.1. Preliminary programme

The time for completion of construction works is 3 calendar months. The Tenderer shall be deemed to have allowed fully for all possible delays due to normal adverse weather conditions, and public holidays as specified in the contract data and the Project Specifications.

14.2. Programmes Required

The cost of the provision of all programs will be deemed to be included in the rates provided under the scheduled preliminary and general items.

14.3. Construction Programme

The Contractor shall submit to the Engineer for approval, a properly detailed construction program suitably subdivided into sections and activities within each section of the Works. A resource schedule and cash flow shall also be submitted with the programme.

This programme shall be submitted within 7 days of commencement of the Contract.

14.4. Progress

The Contractor shall be responsible for furnishing detailed programs and information pertaining to the progress of the Works in a format acceptable to the Engineer for the full duration of the Contract (monthly). This shall include the maintenance of a daily diary detailing the activities, equipment, etc. of the relevant day, which shall be submitted by 08:00 on the following day to the Engineer.

Where delays have taken place, the construction programme shall be updated showing how the Contractor shall make up for lost time. Where the delay is due to abnormal climatic conditions, the extension in time approved shall be indicated. This shall be done at least on a monthly basis before the regular site meeting.

All the costs thereof shall be deemed to be included in the prices quoted.

14.5. Delay in Completion

The Contractor shall organize the works in such a manner that no delay occurs. Delay due to faulty organization or lack of materials or labour or to any other cause within the control of the Contractor, will not be considered and the Engineer may order the Contractor to expedite the work, should the work in the opinion of the Engineer not be proceeding in a satisfactory manner.

The Contractor shall make every effort to work in accordance with this program and, should he at any time fall behind, he shall submit for approval a revised program detailing how he proposes to bring his work back to schedule

14.6. Ordering of Long Delivery Items

The Contractor's attention is drawn to the fact that where certain items of equipment are required early in the project construction program, especially for those required for building into structures, and where long delivery items are involved, those are to be ordered and

supplied to site timeously in order to avoid any delays to the overall project construction program of the Works.

15. CONSTRUCTION CAMP

The layout of the construction camp site shall be submitted to the Engineer for approval, who will point out a suitable area. The size of the camp will be at the discretion of the Engineer, after consultation with the Contractor.

15.1. Notification of Contractor's Site Requirements

As early as possible, after award of contract and before coming to site, the Contractor shall notify the Employer's representative in writing of his requirements for the services listed below. The Employer will provide services at his discretion, as listed below.

15.2. Stacking and Office Sites

The Contractor shall, where required, fence the site establishment and laydown areas allocated to him, provide lockable gates and have large name-boards displayed. The Contractor is responsible for keeping his areas neat and tidy without weeds and accumulations of rubbish. Buildings shall be respectable.

Inflammable and hazardous materials shall be stored safely and separately. Adequate firefighting equipment shall be made available by the Contractor.

The Contractor shall be responsible for taking all necessary precautions to safeguard his site establishment and installation from theft and damage, but complying with the Employer's safety requirements.

At the end of the contract, the Contractor shall clear the site of all buildings, latrines, concrete slabs, cables, water pipes, sewers, fences, name-boards and rubbish which were the result of his occupation.

15.3. Electricity Supplies

The Contractor shall make his own arrangements for electrical supply and the related cost thereof. No separate payment will be made in this regard.

15.4. Electrical Regulations

The Contractor's electrical installation shall be in accordance with the relevant local authority's regulatory requirements.

15.5. Water Supplies

The Contractor shall make his own arrangements for water supply and the related cost thereof. No separate payment will be made in this regard.

15.6. Compressed Air

The Contractor shall supply his own compressed air for erection and construction purposes. No separate payment will be made in this regard.

15.7. Excrement Disposal

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

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

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

15.8. Safety

The following rules and regulations shall apply at all times on the construction site:

- 1) Occupational Health and Safety Act No 85 of 1993;
- 2) Motor vehicles shall comply with Road Traffic Ordinance, Ordinance 21 of 1966 and Regulations framed thereunder; and

- 3) The standards of safety and good housekeeping required of Contractors are those established by the National Occupational Safety Association (NOSA) and the International Organization of Standardization (ISO).

15.9. Security

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Council for Geoscience.

There are generally safety considerations that need to be undertaken and the contractor should ensure that a safety risk assessment is completed and resources allocated accordingly. There is illegal mining activities in the area.

15.10. Site Preservation

The Contractor shall take all precautions to avoid damage to, or interference with existing equipment, buildings, fences, walls, roads, trees and all services, whether hidden or exposed. Costs of repairs or replacement for any such damage shall be to the Contractor's account.

15.11. Commissioning of Plant

The commissioning procedures for the whole contract works shall be submitted to Engineer for approval and agreement. This procedure shall be submitted by the agreed time.

16. GENERAL SITE REGULATIONS

16.1. Appointment of a Competent Person for Excavation Work

The Contractor shall, in writing, appoint a competent person(s) to be in charge of excavations that are deeper than 1.5 m. All excavations deeper than 1.5 m shall be performed under the supervision of such a competent person.

16.2. Safe Excavation Practices

Slopes of excavations must be as flat as possible. A slope of 1 vertical: 1.5 horizontal should be considered maximum for dry conditions. In wetter conditions, either a flatter slope must be used, or if space is a constraint, shoring, bracing and dewatering must be done.

Excavated material must be placed as far from the trench edge as practically possible.

The approval of the Contractor's competent person for excavation work must be obtained before heavy equipment may be placed within the angle of repose of the soil of an excavation.

Tools not in use must be removed from the excavation to avoid it injuring employees or being lost in the event of a slide.

Excavation must be backfilled and properly compacted as soon as possible after the work has been completed.

16.3. Working in Excavations

When persons are working in an excavation, another person must be in attendance outside the excavation.

The Contractor must ensure that convenient and safe access are provided to every excavation in which persons are required to work and which is more than 1.5 m deep. Provided that where an excavation is longer than 50 m, safe access shall be provided at intervals of not more than 12 m.

Any excavation must be adequately shored if people are required to work in the excavation and the depth is more than 1.5 m or where conditions render this necessary at lesser depths.

Undercutting is not allowed.

16.4. Demarcation

The Contractor shall cause every excavation, which is accessible to people, adjacent to roads or thoroughfares, or whereby the health and safety of persons may be endangered to be adequately demarcated by a visible solid barrier or fence at least 900 mm high to define the general area in which excavations are taking place.

The purpose of demarcation is to warn that a worksite exists and to define its limits. It is not a substitute for barricades and it shall be manned where necessary e.g. flag men on road works.

16.5. Shoring

A Contractor shall not, except for the purpose of erecting shoring or bracing, require or permit any person to work in an excavation under unsupported overhanging material or in an excavation which is more than 1.5 m deep and which has no bracing. Bracing shall not be

necessary where the excavation is in solid rock, if the competent person for excavations satisfy himself that the rock is solid and that potential failure planes do not exist.

The Contractor must ensure that shoring and bracing are supported by cross-braces of adequate strength, secured by suitable means. Where the width of the excavation is such that cross bracing is not possible, supporting braces shall bear against footings so arranged as to prevent the braces from kicking out.

The Contractor's appointed competent person for excavations must ensure that the shoring and bracing is of sufficient strength to support all excavated or other material, equipment or loads imposed on the excavation.

16.6. Barricading

A barricade must protect all excavations.

Perspective should be maintained. A trench inside a factory area need not necessarily be childproofed but the same trench in a public parking lot should be. Where doubt exists, instruction should be obtained from the Engineer.

Barricading includes providing safe passage through the work site if a bypass is not available (safe passage means unobstructed foot and headway).

Barricades must be clearly visible and must comply with all statutory requirements relevant to the job in hand and must be checked regularly and kept up to standard at all times. The purpose of a barricade is to prevent people from falling into the excavation.

Barrier tape (Chevron tape) is intended for demarcation and is not a barricade.

16.7. Storm and Groundwater Control

Damage to completed and half-completed work by stormwater must be avoided by diverting stormwater away from excavations and if possible to excavate from a lower to a higher level to allow stormwater to flow out of the excavation.

Excavating at a slope could control ground water, thus draining ground water to a low point for pumping. Costs of repairs or replacement for any such damage caused by stormwater shall be to the Contractor's account.

16.8. Inspections of Excavations

A close watch must be maintained at all times for signs of slipping, e.g. cracks developing at the edge of the excavation or bulges in the batter.

Excavations must be inspected by a competent person and pronounced safe before each shift and after each occurrence of rain or change to the excavation / shoring.

All inspections by the competent person for excavations must be recorded in a register created for that purpose.

17. SITE FACILITIES REQUIRED

17.1. General

No site facilities will be required by the Engineer.

The Contractor shall not be permitted to erect a temporary construction camp for the housing of his labour adjacent to or on the site of the Works. No accommodation is available.

The Contractor shall provide adequate and approved temporary ablution and latrine facilities for his workmen on site and remove these facilities on completion. Latrines shall be provided at the rate of one per ten persons. Location shall be properly screened and their use strictly enforced.

No sign posting will be permitted unless authorized in writing by the Engineer.

The Contractor shall supply, install, properly maintain and remove all temporary construction facilities and utilities necessary for full and complete execution of the Works. Such items shall include, but not be limited to, the following:

- all temporary buildings
- all sanitary facilities
- first aid facilities
- electrical distribution and lighting
- all cranes and other equipment for lifting
- pumping facilities and piping, etc.

- water distribution system.

18. FEATURES REQUIRING SPECIAL ATTENTION

18.1. Flexibility of Construction Activities

All construction activities are under the direct control of the Engineer and as such the Engineer has the right to instruct the Contractor to deviate/adjust/direct/modify the Contractor's schedule and/or activities to serve the best interest of the project. The Contractor shall be flexible and able to adapt to changing circumstances.

18.2. Occupational Health and Safety

The Contractor shall be responsible in terms of the Construction Regulations Promulgated on 18 July 2003 for giving written notice of the construction work to the Provincial Director of the Department of Labour.

In terms of sub-clause 4(1)(h) of the Construction Regulations, provision shall be made for the expenditure related to the management of the Construction Regulations in the Contractor's quoted rates.

The Contractor shall be registered and in good standing with the Compensation Fund or with a licensed compensation insurer prior to work commencing on site, and shall so demonstrate to the Employer within seven (7) days of the Letter of Appointment.

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented Health and Safety Plan.

19. EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds N_n , then V shall be taken as equal to minus N_n .

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

$N_w =$ Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

$N_n =$ Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

$R_w =$ Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

$R_n =$ Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor $(N_w - N_n)$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor $(R_w - R_n)/X$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The rainfall records at the nearest rainfall station to the site for a 10 year period shall apply for purposes of this contract. The monthly averages (R_n and N_n) for this period shall, for the purposes of this Contract, be taken as normal and as the values to be substituted for R_n and N_n in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of R_n and N_n indicated in the table.

The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a

separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

The Contractor's claims for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month shall be submitted in writing to the Engineer monthly; provided always that:

- (a) the period allowed to the Contractor in which to submit his claim for each month shall be seven (7) days, calculated from the last day of the month to which the claim applies; and
- (b) the Engineer shall give his ruling on the claim, within fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, provided always that:

- (a) rainfall occurring within the period of the Contractor's Christmas shut-down period shall not be taken into account in the calculation of the monthly "V" values;
- (b) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
- (c) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
- (d) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for N_n and R_n .

The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the " N_n " values for

the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

The historic rainfall data are as follows:

Month	R _n (mm)	N _n (days)
January	96.5	15.6
February	78.7	11.7
March	63.5	10.3
April	30.5	5.3
May	10.2	1.8
June	5.1	0.8
July	2.5	0.5
August	5.1	1
September	17.8	2.7
October	55.9	8.8
November	83.8	13.4
December	96.5	16.3
Total	546.1	88.2

20. QUALITY CONTROL AND QUALITY ASSURANCE MEASURES

It will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on Site. The Contractor shall submit to the Engineer for approval before the commencement of any major activity, his proposed quality control assurance methodology and proceedings to be observed during the Contract. Should the Engineer deem the QA system to be inadequate to ensure construction to specification, the Contractor shall adapt the system to conform. The Engineer shall audit the Contractor's QA system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the project, or construction outside specification.

The Contractor shall keep a life cycle history, in check-list format, of the following aspects, but not limited to, inter-alia (The actions, tests, results, remedial measures etc. taken and the dates on which they were executed shall be described)

(a) Bulk earthworks

21. EXISTING SERVICES

The Contractor shall acquaint himself with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. It is the Contractor's responsibility to obtain from the Engineer and to inform, to educate, to train and to declare competent all of his relevant workers. Ignorance of the said is a transgression of legislation and subsequent prosecutable by law.

The Contractor will further be held responsible for any damage to existing services caused by or arising out of his operations and any damage shall be made good at his own expense.

Payment will not be made for the crossing or handling of pipelines which have been identified as being abandoned or for pipelines which will be abandoned on completion of the project, except where such latter pipelines are required to be operational during the rehabilitation of the relevant portion of the works which they serve.

22. OVERHAUL

No haulage will be paid on this Contract.

23. SITE SUPERVISION AND TESTING

The Contractor shall ensure that sufficient qualified and experienced supervisory staff, the required transport, instruments, equipment and tools are available to control his own workmanship. The Engineer or his representative will not act as foreman or surveyor.

The Contractor shall furnish the Council for Geoscience and the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted in an emergency both during and outside normal office working hours. This list will be required prior to any payments being certified.

Key personnel listed above will be available for the duration of the Contract and may not be removed or re-allocated by the Contractor without the written permission of the Engineer.

24. ORDERING OF ACCESSORIES

The Contractor shall check all dimensions and quantities shown on the drawings and/or in the Schedule of Quantities. The dimensions and quantities of all accessories shall be agreed upon between the Contractor and the Engineer before said accessories are ordered.

During preparation of this the Contractor is to ascertain if all materials and equipment to be supplied can be obtained in South Africa and if not, and should the tender be accepted, the Contractor is to take steps to import the same so that the Works are not delayed. Delay in the Works owing to non-delivery of materials and equipment will not be considered a cause for delay in completing the Works.

25. RESTRICTION ON BLASTING

Blasting shall only be permitted on the instruction of the Engineer. The Contractor shall ascertain if any special requirements prevail regarding blasting that would affect his program during construction and make proper allowance for this during the preparation of his program.

26. PUBLICATIONS, ADVERTISING AND PHOTOGRAPHS

The Contractor shall not publish, or cause to be published in any papers, articles or information to the Works nor permit any advertising mentioning the subject of this Contract and shall not display or allow sub-contractors to display any advertisement on the Site or elsewhere in connection with the works without prior permission in writing from the Employer.

The taking of photographs of the Works or any portion thereof is expressly forbidden except for progress photographs which may be taken with the written permission of the Engineer. The Contractor shall be responsible for the observance of this clause by the Contractor's employees and by the employees of the Sub-Contractors.

27. SITE MEETINGS

The Engineer will hold regular site meetings and keep and circulate minutes. The Contractor shall attend and shall ensure that all Sub-Contractors are represented.

28. SECURITY AND SAFETY REGULATIONS

The Contractor is to familiarise himself and comply with all security and safety regulations of the Employer.

29. POLICY ON ALCOHOL CONSUMPTION

29.1. Alcohol Consumption

There is a legal duty on the Employer to ensure that no one who appears to be under the influence of alcohol enters or remains at a workplace under its control. It is an offence for everyone at a workplace to be under the influence of alcohol, to have in his possession, to partake of or to offer anyone else intoxication liquor.

It is a well-known fact that the judgement and productivity of persons who partake of alcoholic beverages are diminished, often unknown to themselves. It is also accepted in most modern organisations worldwide that the consumption of liquor during working hours is undesirable. The practice has been discontinued at most large corporations all over the world. This policy therefore has as its purpose the prohibition of the use of alcohol on the Employer's construction sites.

It is the Employer management's intention that every manager, supervisor, employee, contractor and visitor should:

- Be aware of the risks associated with drinking alcoholic beverages;
- As far as is reasonably practicable, prevent health and safety risks at work and not expose themselves or other employees to risk their health and safety; and

- Identify and eliminate risks at work and, where elimination is not reasonably practicable, limit exposure to the minimum.

No alcoholic beverages may be consumed at the construction site within the Employer's area. The policy of *zero tolerance* is applicable.

30. DRAWINGS

The Contractor shall be provided free of charge with one (1) x A1 and three (3) x A3 paper prints, of each drawing to be issued to him.

All construction drawings issued from time to time must be properly mounted on suitable material and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read must be replaced. All drawings issued for construction shall have the date of issue clearly stamped on, and the receipt thereof shall be acknowledged in writing by the Contractor.

Any errors due to misreading of damaged or obscured drawings or superseded drawings shall be made good by the Contractor at his own expense. The Contractor shall keep a register of drawings of the Site which shall be brought up to date, at least once a week. Any drawings required must be brought to the attention of the Engineer, in writing, at least one month in advance of date required.

Only drawings that have been approved and signed off by the Engineer are allowed on site.

31. ENVIRONMENTAL CONTROL

The Contractor will be held responsible for any claims or damages resulting from incidents such as the following:

- Excessive dust
- Burning of the veld or grazing
- Damage to fauna and flora
- Damage to private or rented property
- Damage to existing or new structures and services
- Uncontrolled dumping

- Damage to the works being carried out by other contractors and subcontractors.

No burning of the trees and timber will be allowed on the Site. All necessary precautions must be taken to ensure that acceptable noise levels are adhered to.

32. REJECTED WORK AND MATERIALS

Materials which do not conform to the requirements of the Contract Document, are not equal to samples approved by the Employer or Engineer or are in any way unsatisfactory or unsuited to the purpose, for which they are intended, shall be rejected. Any defective work, whether as the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Employer or Engineer, and the work shall be re-executed by the Contractor. The fact that the Employer or Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Such remedial work shall be for the Contractor's account and no claims for extra cost or extension of time shall be entertained.

33. APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATIONS

Standardised Specifications

Although not bound in or issued with this Document, the following Standardised Specifications shall form part of this Contract and, notwithstanding the provisions of sub clause 2.2 of SANS 1200A, the editions specified below shall apply:

SANS 1200A - 1986	General
SANS 1200C - 1980	Site Clearance (As amended 1982)
SANS 1200D - 1988	Earthworks (As amended 1990)

The latest revised editions to the standardised specifications at time of Tender shall apply to this Contract, unless otherwise specified.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or construction methods, 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.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the Standard Specifications and is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

GENERAL

34. SCOPE

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

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

35. INTERPRETATIONS

35.1. Definitions

In the opening phrase between the words "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

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

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

35.2. Abbreviations

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

36. MATERIALS

36.1. Quality

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

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

37. PLANT

37.1. Silencing of plant

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

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

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

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

37.2. Contractor's offices, stores and services

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUBCLAUSE 37.2 AND ADD THE FOLLOWING:

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

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

38. CONSTRUCTION**38.1. Survey**

38.1.1. Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE 38.1.1 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with".

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 38.1.1

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

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 38.1.1 WITH THE FOLLOWING:

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

destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

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

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

(b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

38.2. Protection of existing structures

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

38.3. Protection of overhead and underground services

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 38.3 WITH THE FOLLOWING:

38.4. Location and protection of existing services

38.4.1. Location of existing services

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

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

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

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

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

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

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

(a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and

(b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

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

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

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

38.4.2. Protection during construction

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

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

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

38.4.3. Alterations and repairs to existing services

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

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

38.5. Safety

REPLACE THE CONTENTS OF SUBCLAUSE 38.5 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only

where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

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

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

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

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 of

the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

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

39. TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

39.1. Use of tolerances

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

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

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

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

PSA 7 TESTING

PSA 7.2 Approved laboratories

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

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

(a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract"

PSC SITE CLEARANCE**PSC 3 MATERIALS****PSC 3.1 Disposal of material***ADD THE FOLLOWING:*

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

PSC 5 CONSTRUCTION**PSC 5.1 Areas to be cleared and grubbed***ADD THE FOLLOWING:*

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

Fence-line routes shall be cleared to a width of 3 m on the inside of the fence and 4 m on the outside (7 m) in areas ordered in writing to proceed with works. Route pegs or markers shall not be destroyed or damaged during clearing operations.

Only areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas approved by the Engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer."

PSC 5.2 Cutting of trees

PSC 5.2.3 Preservation of trees**PSC 5.2.3.2 Individual trees**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 Re-clearing of vegetation

ADD THE FOLLOWING:

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

Trees outside fence line routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer."

PSC8 MEASUREMENT AND PAYMENT**PSC 8.1 Basic principles**

ADD THE FOLLOWING:

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

PSC 8.2 Payment**PSC 8.2.1 Clear and grub**

REPLACE THE FIRST LINE WITH THE FOLLOWING:"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or, "

"PSC 8.2.10 Remove topsoil to spoil site furnished by Contractor

Unit : m3

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

PSD EARTHWORKS**PSD 2 INTERPRETATIONS****PSD 2.1 Supporting specifications**

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

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

PSD 2.3 Definitions

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

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

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

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

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

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

ADD THE FOLLOWING DEFINITIONS:

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

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

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

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

PSD 3 MATERIALS

PSD 3.1 Classification for excavation purposes**PSD 3.1.1 Method of classifying**

ADD THE FOLLOWING:

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

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

PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

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

PSD 3.3 Selection

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 Selection in borrow pits and excavations

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

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

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

PSD 4 PLANT

PSD 4.4 Detectors

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of subclause 5.4 of SABS 1200 A and subclause 5.1.2 of SABS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PSD 5 CONSTRUCTION

PSD 5.1 Precautions

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

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

PSD 5.1.1.2 Safeguarding of excavations

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

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

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

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

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

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

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

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

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

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

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

PSD 5.1.2.4 Negligence

DELETE SUBCLAUSE 5.1.2.4.

PSD 5.2 Methods and procedures**PSD 5.2.2 Excavation****PSD 5.2.2.1 Excavation for general earthworks and for structures**

ADD THE FOLLOWING TO PARAGRAPH (b):

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

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

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

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

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

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and

prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 Taking and testing of samples

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

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

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 Scheduled items

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

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

PSD 8.3.6 Overhaul

DELETE SUBCLAUSE 8.3.6.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.5 Backfill materials

ADD THE FOLLOWING PARAGRAPHS TO SUBCLAUSE 3.5:

"(c) Cement-stabilized backfilling

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

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

(d) Soilcrete backfilling

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

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

PSDB 3.7 Selection

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

PSDB 5 CONSTRUCTION

PSDB 5.1 Precautions

PSDB 5.1.3 Accommodation of traffic and access to properties

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

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

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

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

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

ADD THE FOLLOWING NEW SUBCLAUSE TO SUBCLAUSE 5.1:

"PSDB 5.1.5 Removal of existing pipelines

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

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

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

PSDB 5.2 Minimum base widths

REPLACE PARAGRAPH (a) WITH THE FOLLOWING:

"Where two pipes are placed in the same trench, they shall be 300 mm apart and the specified side allowance shall still be applicable."

ADD THE FOLLOWING AFTER PARAGRAPH (b):

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

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

The specified width of trenches and the width of the excavation measured for payment shall not be less than 0,5 m, but the Contractor may reduce the actual width with the Engineer's permission."

PSDB 5.4 Excavation

ADD THE FOLLOWING:

"Except where otherwise specified, trenches shall be of such a depth that the minimum cover over the pipes shall be 750 mm except at road-crossings where the minimum cover shall be 1 000 mm."

PSDB 5.6 Backfill

PSDB 5.6.3 Disposal of soft excavation material

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

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

PSDB 5.6.4 Disposal of intermediate and hard rock material

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

ADD THE FOLLOWING:

"PSDB 5.6.9 Backfilling around structures

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

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

PSDB 5.7 Compaction

PSDB 5.7.1 Areas not subject to Traffic Loads

ADD THE FOLLOWING SENTENCE :

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

PSDB 5.7.2 Areas Subject to Traffic Loads:

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

ADD THE FOLLOWING :

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

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.1 Basic principles****PSDB 8.1.2 Add the following:**

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

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

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

All Pipes Excluding Ducts		
Nominal Diameter, mm		Side clearance on each side, mm
From	To	
0	125	200

125	700	300
700	1000	400
1000	2000	500
2000	-	600

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

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

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

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

PSDB 8.3 **Scheduled items**

PSDB 8.3.2 **Excavation**

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

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

"as specified in the Schedule of Quantities."

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

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

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

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

- (3) Backfill stabilized with 5% cement where directed by the Engineer

Unit: m³

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

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

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.2 Classification for placing purposes

PSDM 3.2.3 Selected layer

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

- (a) Maximum particle size: 60% of compacted layer thickness

- (b) Unstabilised selected layer

- (i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density : 15

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

- (ii) Lower selected layer

Minimum CBR at 90% of modified AASHTO density : 7

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

- (c) Stabilised selected layer

Minimum grading modulus of natural material : 0,75

UCS of stabilised material 300 kPa - 500 kPa at 93% of modified AASHTO density

Maximum PI for stabilised material : 10"

PSDM 5 **CONSTRUCTION**

PSDM 5.2 **Methods and procedures**

PSDM 5.2.2 **Cut and borrow**

PSDM 5.2.2.3 Use of material

ADD THE FOLLOWING PARAGRAPH:

"(e)Commercial sources

The provisions of Sub clause PSD 5.2.5 of SABS 1200 D as amended shall apply."

PSDM 5.2.3 **Treatment of the road-bed**

PSDM 5.2.3.2 **Removal of unsuitable ground**

REPLACE THE SECOND SENTENCE OF PARAGRAPH (a) WITH THE FOLLOWING:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

ADD THE FOLLOWING SENTENCE TO PARAGRAPH (b):

"Unsuitable excavated material will be paid for as cut to spoil."

PSDM 5.2.3.3 **Treatment of road-bed**

ADD THE FOLLOWING PARAGRAPH:

"(c)Three-pass roller compaction

Any portion of the roadbed that is shown on the drawings or is specified or is directed by the Engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting with a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the

Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that everything is being done to take full advantage of favourable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The Engineer has the authority to decide when conditions are favourable for compaction and where such compaction is to be carried out at any particular time and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the Engineer, the Contractor failed, neglected or refused to comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller :

The grid roller shall have a mass of not less than 13,5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller :

The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

PSDM 5.2.4 Fill

PSDM 5.2.4.3 Finishing

(e) Topsoiling

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The thickness of the topsoil shall be as directed by the Engineer."

PSDM 5.2.5 Selected layer

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except with regard to density, the requirements of Sub clause 5.2.4 shall apply. The degree of compaction shall be:

Upper selected: 93% of modified AASHTO density

Lower selected: 90% of modified AASHTO density."

PSDM 5.2.6 **Gravel surfacing**

REPLACE THE THIRD SENTENCE OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The relevant requirements in Subsubclause 5.2.4.2 shall apply, except that the material shall be compacted to 93% of modified AASHTO density."

PSDM 5.2.8 **Transport**

PSDM 5.2.8.1 **Freehaul**

REPLACE THE CONTENT OF THIS SUBCLAUSE WITH THE FOLLOWING:

"All transport within the site boundaries will be regarded as freehaul."

PSDM 5.2.8.2 **Overhaul**

DELETE THE CONTENTS OF THIS CLAUSE AND REPLACE WITH THE FOLLOWING:

"No overhaul outside the site boundaries will be paid. All transport costs for spoiling or importation of material will be deemed to be included in the relevant rates."

PSDM 6 **TOLERANCES**

PSDM 6.2 **Dimensions, levels etc.**

PSDM 6.2.2 **Cut**

ADD THE FOLLOWING TOLERANCE:

"(d)Final level of all cuttings +0 mm to -50 mm."

PSDM 7 **TESTING**

PSDM 7.3 Routine inspection and testing

REPLACE TABLE 2 AND THE CONTENTS OF SUBCLAUSE 7.3.2 WITH THE FOLLOWING:

"PSDM 7.3.2 The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in table 2 below. Refer to Sub clause PSD 7.2 for the requirements for fill.

TABLE 2: DENSITIES

TABLE 2: DENSITIES				
1	2	3	4	5
Layer	Specified density (% of modified AASHTO density)	Number of tests per lot	Average density %	Minimum density for any single test %
Upper selected and gravel wearing course	93	3 and 4	93,1	89,4
		5	93,4	89,2
		6	93,6	89,0
Lower selected layer	90	3 and 4	90,1	86,4
		5	90,4	86,2
		6	90,6	86,0

PSDM 8 MEASUREMENT AND PAYMENT**PSDM 8.2 Computation of quantities**

REPLACE SUBCLAUSES 8.2.1 TO 8.2.3 (INCLUSIVE) WITH THE FOLLOWING:

"PSDM 8.2.1 The provisions of Sub clause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2 The provisions of Sub clause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3 The provisions of Sub clause 8.2.2 of SABS 1200 D shall apply."

PSDM 8.2.5 Verifying quantities

REPLACE THE FIRST SENTENCE WITH THE FOLLOWING:

"Before any earthworks are commenced but after completion of any site preparation, the Engineer will, upon a written request from the Contractor, provide cross-sections for the purpose of measurement of earthworks quantities."

PSDM 8.3 Scheduled items

PSDM 8.3.3 Treatment of roadbed

(a) Roadbed preparation and compaction of material to

ADD THE FOLLOWING:

"The unit of measurement shall be the cubic metre of material recompacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

ADD THE FOLLOWING:

"(c) Three-pass roller compaction:

- | | | |
|------|------------------|-----------|
| (i) | Grid roller | Unit : m2 |
| (ii) | Vibratory roller | Unit : m2 |

The units of measurement shall be the square metre of roadbed compacted as specified in Sub clause PSDM 5.2.3.3(c) for the areas designated by the Engineer.

The tendered rates shall include full compensation for shaping the areas, providing the rollers and for compacting the roadbed by means of three roller passes over the entire area."

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density

REPLACE THE HEADING AND THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"PSDM 8.3.5 Selected layer using material from designated borrow pits or excavations:

- | | |
|---|-----------|
| (iii) Compacted to 90% of modified AASHTO density | Unit : m3 |
| (iv) Compacted to 93% of modified AASHTO density | Unit : m3 |
| (v) Compacted to 100% of modified AASHTO density (sand) | Unit : m3 |

The unit of measurement shall be the cubic metre and the quantity will be calculated from the authorised dimensions of the compacted layer.

The tendered rates shall include full compensation for excavating the material as if in soft material for loading, transporting for the free-haul distance, for off-loading, spreading, watering, mixing, breaking down and compacting the layer."

ADD THE FOLLOWING ITEMS:

"PSDM 8.3.17 Extra over items 8.3.4, 8.3.5 and 8.3.16 for obtaining material from commercial sources

Unit:m3

The tendered rate shall include full compensation for the additional cost of finding a suitable source of material, for procuring the material and paying all royalties or other charges to the owner of the source, for transporting the material to the point of use regardless of the distance hauled and for excavating in intermediate, hard or boulder material as required.

Items PSDM 8.3.6, PSDM 8.3.12 and PSDM 8.3.14 do not apply to material obtained from commercial sources.

PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 Selected granular material

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.3 Bedding

ADD THE FOLLOWING:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this Sub clause."

PSLB 3.4 Selection

PSLB 3.4.1 Suitable material available from trench excavation

REPLACE THE WORDS "(but is not required)" IN THE FIFTH LINE WITH THE WORDS "(at his own cost)".

PSLB 5 CONSTRUCTION

PSLB 5.1 General

PSLB 5.1.2 Details of bedding

ADD THE FOLLOWING PARAGRAPH.

"The dimension "X" for flexible and rigid pipes as indicated on drawing LB-1 will be 150 mm unless otherwise indicated on the drawing. The dimension "X" will be measured from the invert of the pipe."

PLSB 5.1.4 Compacting

REPLACE "90%" WITH: "90% (100% for sand)".

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 Principles

PSLB 8.1.6 Freehaul

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 Scheduled items

PSLB 8.2.2 Supply only of bedding by importation**PSLB 8.2.2.2 From borrow pits**

DELETE THE WORDS IN BRACKETS IN THE FIRST FOUR LINES.

PSLE STORMWATER DRAINAGE**PSLE 5 CONSTRUCTION****PSLE 5.2 Bedding and laying****PSLE 5.2.2 Pipe culverts**

ADD THE FOLLOWING:

"The class of bedding required for the various pipe culverts is shown on the Drawings."

PSLE 5.8 Backfilling around structures

Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200 LB sub clause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB sub clause 3.5.

PSLE 8 MEASUREMENT AND PAYMENT**PSLE 8.2 Scheduled items**

ADD THE FOLLOWING ITEMS:

"PSLE 8.2.16 Pipes in subsurface drains:**a. Heavy duty uPVC pipes complete with couplings:**

.01	110mm dia, unperforated	Unit: m
.02	110mm dia, perforate	Unit: m
.03	160mm dia, unperforated	Unit: m
.04	150mm dia, perforate	Unit: m

b. Heavy-duty fittings:

.01	Stop ends, 110 mm internal dia	Unit: number
.02	Junctions, 110 mm internal dia	Unit: number"
.03	Stop ends, 150 mm internal dia	Unit: number
.04	Junctions, 150 mm internal dia	Unit: number"

The tendered rate per metre of pipe measured in place along its centre line length of fittings shall include full compensation for procuring, furnishing, laying and jointing the pipes as specified.

The tendered rates for fittings shall include full compensation for procuring, furnishing, laying and jointing the fittings as specified, irrespective of the type of fitting.

PSLE 8.2.17 Geofabric

ADD THE FOLLOWING SUB-ITEMS:

"a. Needle punched non-woven geotextiles, Bidim A5 or similar approved around subsoil trenches

Unit: m²

The filter fabric will be measured in place after installation.

The tendered rate shall include full compensation for procuring, supplying, cutting, overlapping, jointing, placing and protecting the filter fabric as specified, as well as for wastage.

PSLE 8.2.18 Crushed stone in subsurface drains:

Unit: m³

The tendered rate shall include full compensation for procuring, supplying, transporting and placing the material as specified. The quantity shall be calculated from the authorised dimensions.

Impermeable material will be paid under SABS 1200 DB.

PSMF BASE

PSMF 3 MATERIALS

PSMF 3.3 Physical and chemical properties

PSMF 3.3.1 Natural gravel (stabilised or unstabilised)

REPLACE THE CONTENTS OF PARAGRAPH (a) WITH THE FOLLOWING:

"(a)The maximum particle dimension of the gravel shall not exceed 63 mm."

PSMF 5 CONSTRUCTION**PSMF 5.4 Placing and compaction of a base other than a waterbound macadam base****PSMF 5.4.4 Compaction**

PSMF 5.4.4.2 (a) REPLACE "98% of modified AASHTO maximum density" WITH "100% of modified AASHTO maximum density".

PSMF 5.9 Transport

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"All movement of material will be considered as free-haul. No haulage cost will be paid."

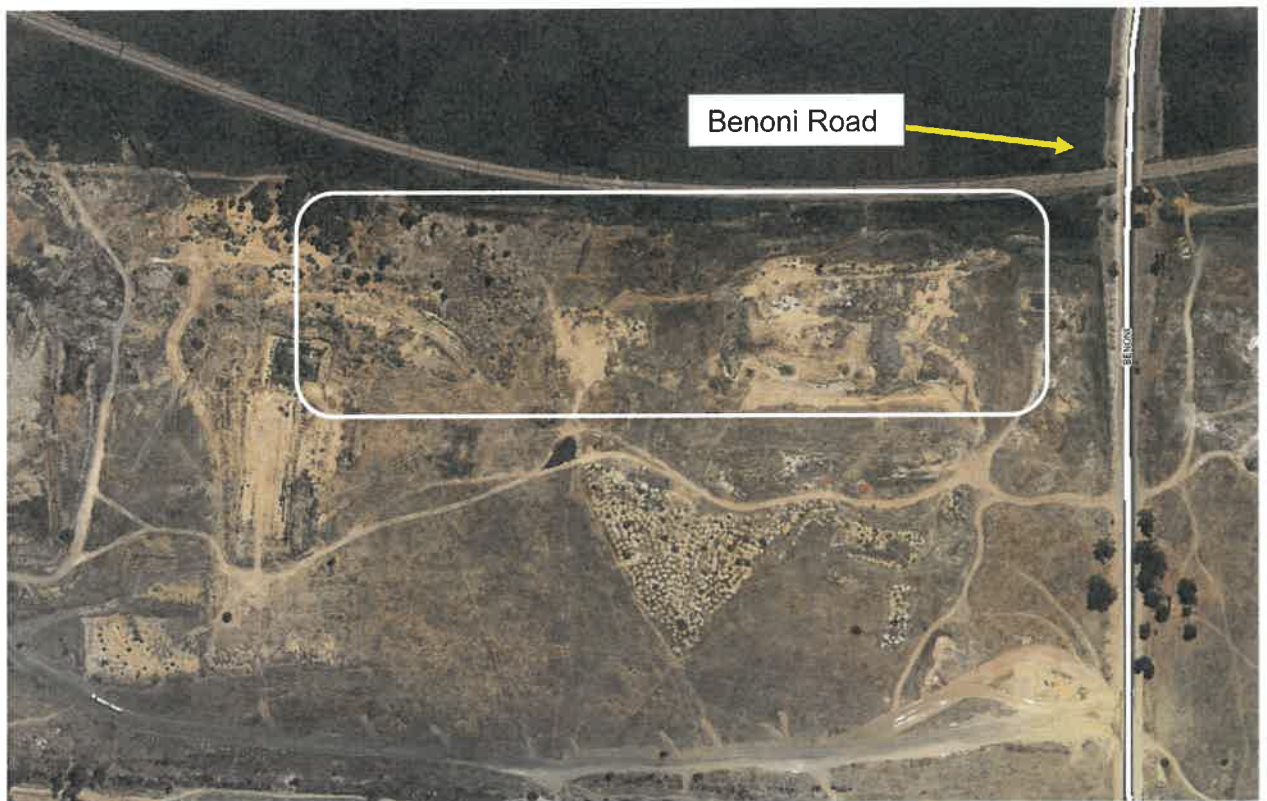
PSMF 8 MEASUREMENT AND PAYMENT**PSMF 8.3 Scheduled items****PSMF 8.3.3 Construct base with material from commercial sources or designated borrow areas**

REPLACE THE TITLE OF ITEM 8.3.3 WITH THE FOLLOWING:

"PSMF 8.3.3 Construct base course with material from commercial sources"

PART C4: SITE INFORMATION

The Site (26°10'12.73"S 28°22'47.71"E) is accessible from Benoni Road as shown below. A pre-construction meeting will be held before commencement to determine the site establishment area and laydown location as required.



PART C5: ENVIRONMENTAL MANAGEMENT PROGRAMME

GENERAL ENVIRONMENTAL MANAGEMENT

Every effort will be made to lessen the impact of operations on the environment, and to educate employees on environmental aspects and impacts.

All employees should have a short lecture on environmental awareness as part of the induction process. Where possible this lecture will be carried out in the language of the employee. A short follow up lecture will be done as required.

Site Management will endeavour in their planning to avoid unnecessary damage. Environmentally sensitive areas (rivers, wetlands, riparian areas, heritage features, etc.) outside of the actual construction areas will be signposted and treated as 'no go' areas.

All construction activities will be carried out in compliance with this Construction Environmental Management Programme (CEMP_r).

1.1 Construction Environmental Management Programme

The National Environmental Management Act, Act No. 107 of 1998 as amended and any other applicable laws and by-law must be adhered to and the following items should be actioned upon on site.

1.1.1 Dust Control

Dust caused by significant winds stronger than 15 kilometres per hour will be controlled by means of water spray vehicles on roads.

1.1.2 Silt Runoff

Measures will be taken to control and mitigate any adverse impact on the environment caused by silt run-off during construction activities. These measures will ensure that effluent containing high levels of silt will not enter the storm water systems.

1.1.3 Erosion Control

Where appropriate reasonable erosion control measures shall be implemented on erosion channels, slopes and embankments that originates due to construction activities.

1.1.4 Storm water/Runoff Control

Stormwater runoff originating from areas that have the potential to pollute surface or ground water will be contained and disposed of site, and not be permitted to run off site. All runoff from workshop equipment servicing and fuelling areas will be treated or passed through suitable oil separator to minimise the risk of pollution.

1.1.5 Concrete Batch Plants Effluents

Effluent / run off from batching plants will be treated in a suitable designed sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility will be submitted for approval to the environmental co-ordinator.

1.1.6 Toilets

Suitable sanitary arrangements at camps, offices, workshops and construction sites will be provided. A minimum of one toilet per 30 persons at each working area is legally required (Building regulations).

Toilets will be easily accessible. Outside toilets will be of neat construction and will be provided with doors and locks and will be secured to the ground to prevent them from blowing over.

Toilets will be placed outside areas susceptible to flooding.

Sanitary arrangements will be to the satisfaction of project management, the local authorities and legal requirements. Project management will arrange for the regular emptying and disposal of waste off-site and will ensure that the toilets are emptied before recognised holidays.

1.1.7 Public Roads Cleaning

If problems are experienced with material such as heavy clay adhering to truck wheels and being shed on public roads, appropriate washing/brushing facilities will be instituted.

1.1.8 Fuel & Oil Storage

Fuel will be stored in a secure area in a steel tank supplied and maintained by the Contractor and/or fuel supplier. An adequate bund wall with a capacity to hold 110% of the volume of fuel and/or oil stored will be provided. Adequate fire prevention measures will be arranged. Only the minimum amount of oil will be retained on site.

Used oil will be collected and stored in a holding tank until removed from site by a specialist oil recycling company. Construction vehicles and machinery will be serviced on a hardened

slab with a fall to a central sump to be emptied and disposed of by an appropriate licensed company/specialist. Oils so collected will be retained in a safe holding tank for collection by a specialist oil recycling company.

All used filter materials will be stored in a secure hazardous waste bin for disposal off-site. Any contaminated soil will be removed and replaced. Soils contaminated by oils and lubricants as well as any hazardous waste will be collected and disposed of at a facility designated by local authorities to accept contaminated materials.

1.1.9 Waste Management

Covered, tip-proof metal drums/bins will be provided at the office, workshop and other areas where required. Where considered necessary, additional drums/bins will be installed. All waste will be removed at frequent intervals to a local authority waste site. In addition, an active ongoing anti-litter campaign involving all employees and or sub-contractors will be instituted on-site. Waste will not be burnt or buried on site.

1.1.10 Noise Control

Project Management will endeavour to keep noise-generating activities to a minimum, however, it must be understood that this is a construction site and that certain noises will emanate from such activity. Noise which could cause a major disturbance (e.g. blasting activities) will be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise is mandatory.

1.1.11 Removal of Topsoil Prior to Construction of Site Installations

Where necessary, all topsoil (150 mm deep) will be removed from the lay-down areas and stockpiled at the central stockpile for later rehabilitation. Stockpiles should not exceed a height of two (2) metres.

1.1.12 Rehabilitation of Laydown Areas

- Remove all structures
- Remove all concrete slabs and foundations
- Remove all polluted soil, material, containers, etc.
- Rip all compacted areas

- Do localized re-shaping to correct drainage, etc.
- Replace 150 mm of topsoil.
- Mark all underground services that will be left in the ground.
- Implement reasonable measures to prevent wind erosion of replaced topsoil.

1.1.13 Site Traffic Control and Speed Limits

Traffic on site will be kept to a minimum. Only vehicles with specific permits will be allowed on site. Speed limits on site, unless otherwise stated, will be 20 kph. Site safety officials will have the authority to apprehend violators of traffic regulations. Continuous non-compliance by Subcontractors or individuals will lead to retraction of vehicle permits.

1.1.14 Environmental Awareness Programme

It should be the contractor's intention to include within the induction process a discussion with respect to an awareness programme.

A continuous, measurable environmental awareness programme will be implemented to ensure all employees and sub-contractors comply with environmental aspects on site.

2 SPILL PROCEDURES

In the event of a spill the following steps are to be taken:

- Isolate and correct the cause of the spill
- Contain the spill with whatever means are available -i.e. with an earth berm formed by nearby earthmoving machinery.
- Take steps to eliminate any fire hazard arising and evacuate non-essential personnel.
- Advise Project Management of the spill.
- Where appropriate specialist assistance for the removal and disposal of any contaminated soil will be obtained.
- An enquiry, under the auspices of the Project Director, and in consultation with the client, will be held within one week of occurrence to investigate the causes of the spill and to recommend policies or procedures to avoid further spills.

REFER TO APPENDIX A – Bill of Quantities (BOQ)

REFER TO APPENDIX B - DRAWINGS

40. PRESENTATION/DEMONSTRATION

The Council for Geoscience reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

41. EVALUATION APPROACH

All tender applications will be evaluated according to the following process:

1. Administrative evaluation (to determine whether the documentation has been completed correctly).
2. Evaluation on Mandatory Documents
3. Functional Evaluation Criteria
4. Price and Specific goals

The Council for Geoscience retains the right not to award the tender to the lowest Bidder.

42. EVALUATION AND SELECTION CRITERIA

The Council for Geoscience has set minimum standards (Gates) that a Bidder needs to meet in order to be evaluated and selected as a successful Bidder. The minimum standards consist of the following:

Administrative Evaluation Criteria (Gate 1)	Evaluation on Mandatory Documents (Gate 2)	Technical Evaluation Criteria (Gate 3)	Price and Specific Goals Evaluation Criteria (Gate 4)
Only bidders who fully complied with the administrative requirements and submitted all required documents will proceed to Gate 2	Only bidders who submitted all mandatory documents will be evaluated further on Gate 3	Only bidders who meet 75 points with the technical evaluation criteria will be evaluated for the price and Specific goals will proceed to Gate 4	Price and Specific Goals

Table 1: Documents that must be submitted for Administration

Document that must be submitted	Non-submission may result in disqualification?	
	YES	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied SBD 1 form.
Tax Status	YES	i. Written confirmation that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database
SBD 3.3 Pricing schedule	YES	Complete and sign the supplied SBD 3.3 form.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied SBD 4 form.
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied SBD 6.1 form.
Registration on Central Supplier Database (CSD)	YES	The companies must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Price breakdown (Quotation)	YES	Submit full details of the pricing proposal.

43. Evaluation on Mandatory Documents

Bidders must submit all the requirements mentioned below and failure to comply will lead to disqualification:

- CIDB Grading minimum 3CE
- Valid letter of good standing (COIDA)

44. FUNCTIONAL EVALUATION CRITERIA

PREVIOUS EQUIVALENT/RELEVANT PROJECTS COMPLETED BY THE BIDDING COMPANY Kindly provide the value of the projects completed and contact details of the clients. Failure to provide these would lead to the bidder given a score of 0. It is compulsory to include practical/final completion certificates of these projects. Failure to provide these would lead to the bidder given a score of 0.		
	Description – cost of the civil works completed.	Score (S₁)
1	The Bidder has not completed any civil work project (s) worth at least R 2 million.	0
2	The Bidder has completed civil work project (s) valued between R 2 million to R 3 million.	15
3	The Bidder has completed civil work project (s) valued above R 3 million.	20
	SUBTOTAL	20
	Description – number of civil works completed.	Score (S₂)
1	The Bidder has not completed any civil works.	0
2	The Bidder has completed 1 to 4 civil work projects.	15
3	The Bidder has completed 5 or more civil works projects.	20
	SUBTOTAL	20

KEY PERSONNEL AND CURRICULUM VITAE (CV)		
Kindly provide detailed CVs of the proposed personnel indicating details of projects in which they were involved and roles. Failure to provide Originally Certified Copies of qualifications will lead to the bidder given a score of 0		
	Description – Project Site Agent	Score (S₃)
1	The bidder did not provide a CV for the Project Site Agent	0
2	The bidder provided a CV for the Project Site Agent with less than 3 years' relevant experience and having a National Diploma or higher qualification in Civil Engineering	15
3	The bidder provided a CV for the Project Site Agent with greater than or equal to 3 years' relevant experience and having a National Diploma or higher qualification in Civil Engineering	20
	SUBTOTAL	20
	Description – Health and Safety Officer	Score (S₄)
1	The bidder did not provide a CV of the Health and Safety Officer or provided a CV of the Health and Safety Officer without the minimum qualifications as set below.	0
2	The bidder provided a CV for the Health and Safety Officer with less than 3 years' experience and having a National Diploma in Health and Safety Management/ Equivalent or Safety Management Training Course (SAMTRAC) certificate.	10
3	The bidder provided a CV for the Health and Safety Officer with greater than or equal to 3 years' experience and having a National Diploma in Health and Safety Management/Equivalent or Safety Management Training Course (SAMTRAC) certificate.	15
	SUBTOTAL	15

PROPOSED CONSTRUCTION SCHEDULE		
	Description – Preliminary construction schedule	Score (S₅)
1	The bidder has not provided a construction schedule or has provided a schedule exceeding 3 months.	0
2	The bidder has provided a construction schedule not exceeding a period of 3 months, with the following minimum project activities. <ul style="list-style-type: none"> ○ Site Establishment ○ Site Clearance ○ Bulk Earthworks ○ Concrete Works ○ Final clearance and handover 	10
SUBTOTAL		10

METHOD STATEMENT		
Kindly provide a comprehensive Method Statement.		
	Description –	Score (S₆)
1	The bidder has not provided a method statement.	0
2	The bidder has provided a method statement that explains three to four of the five project activities below: <ul style="list-style-type: none"> ○ Site Establishment ○ Site Clearance ○ Bulk Earthworks ○ Concrete Works ○ Final clearance and handover 	10
3	The bidder has provided a method statement that explains all five project activities below: <ul style="list-style-type: none"> ○ Site Establishment ○ Site Clearance ○ Bulk Earthworks ○ Concrete Works ○ Final clearance and handover 	15
SUBTOTAL		15

	<i>TOTAL</i>	<i>100</i>
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Bidders that do not obtain a minimum score of 75 points for functionality will be disqualified and will not be considered for further evaluation on

45. PRICING

Refer to the attached Bill of Quantities (BOQ). The total bid price must be fixed for the entire duration of the contract.

46. EVALUATION ON PRICE AND SPECIFIC GOALS

Stage 1 – Price Evaluation (80 Points)

The following formula will be used to calculate the points for price:

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Stage 2 – Specific Goals Evaluation (20 Points)

46.1. Specific Goals points allocation

A maximum of 20 points will be allocated to a Bidder for attaining its Specific Goal status level of contributor in accordance with the table below:

Specific Goals	Number of Points
1. 51% or more Black Ownership	20

Specific Goals points may be allocated to Bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Submit a valid Certified Accredited SANAS BBEE Certificate, DTI Certificate or Sworn Affidavit.

Stage 3

(80 + 20 = 100 points)

The Price and Specific goals points will be consolidated.

47. DISQUALIFICATION OF BIDDERS

Bidders who do not meet the full technical requirements will be disqualified from the bidding process.

48. CANCELLATION AND MODIFICATION OF TENDER

The Council for Geoscience reserves the right to cancel or modify this tender. Any decision to modify the tender document shall be communicated to all prospective Bidders. Failure to adhere to modifications or addendums will constitute a disqualification.

49. PAYMENTS

The Council for Geoscience will only pay for products that meet the minimum quality standards as set in this specifications document. The Council for Geoscience pays 30 days after receipt of a correct tax invoice/statement.

50. SUBMISSION OF PROPOSALS

Bid documents may either be couriered to 280 Pretoria Street, Silverton, Pretoria, 0001 OR placed in the tender box before the closing date and time.

Bid documents will only be considered if received by the Council for Geoscience before the closing date and time, regardless of the method used to send or deliver such documents to the Council for Geoscience.

Bidders are required to submit three (3) copies of each file, one (1) original and two copies

50.1. Joint ventures, consortiums and trusts

A trust, consortium or joint venture will qualify for points on specific goals as a legal entity, provided that the entity submits its consolidated BBEE certificate.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Council for Geoscience will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

51. GENERAL CONDITIONS OF CONTRACT

Any award made to a Bidder under this bid is conditional, amongst others, upon –

- a. The Bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Council for Geoscience is prepared to enter into a contract with the successful Bidders.
- b. The Bidder submitting the General Conditions of Contract to the Council for Geoscience together with its bid, duly signed by an authorised representative of the Bidder.

52. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

STATS SA P0141 (CPI), Table E	Table E – All Items
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53. SERVICE LEVEL AGREEMENT

- a. Upon award the Council for Geoscience and the successful Bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Council for Geoscience more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. The Council for Geoscience reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a Bidder by amending or adding thereto.
- c. Bidders are requested to:
 - i) Comment on draft Service Level Indicators and, where necessary, make proposals to the indicators;
 - ii) Explain each comment and/or amendment; and
 - iii) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. The Council for Geoscience reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to the Council for Geoscience or pose a risk to the organisation.
- e. Preliminary service level agreement items:
 - i. Within 48 hours of completing mobilization, a signed-off mobilisation report must be submitted to the Council for Geoscience. This report must be accepted by the CGS Project Manager before any survey operations can proceed. Should any offset changes occur from this point forward, it is to be noted in the survey logs and new patch test values computed and reported on immediately.
 - ii. Comprehensive progress reports will be emailed on a weekly basis to the Council for Geoscience.
 - iii. Should any data be received that falls outside the IHO specifications or there are significant motion artefacts in the recorded data (as determined by the CGS project leader), the Council for Geoscience reserves the right to have the supplier re-acquire these data at the supplier's expense.
 - iv. The Council for Geoscience will not be held liable for any equipment and/or aircraft failure experienced by the supplier. Should any such eventualities occur, it is the supplier's responsibility to source replacement equipment or facilitate any repairs. All expenses incurred during this time are on the supplier's account.

54. SPECIAL CONDITIONS OF THIS BID

The Council for Geoscience reserves the right:

- a. To award this tender to a Bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- b. To negotiate with one or more preferred Bidders identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other Bidders who have not been awarded the status of the preferred Bidders.
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Bidders, whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred Bidders have been notified of their status as such.
- g. Award to multiple Bidders based either on size or geographic considerations.

55. COUNCIL FOR GEOSCIENCE REQUIRES BIDDERS TO DECLARE

In the Bidder's Technical response, Bidders are required to declare the following:

Confirm that the Bidders are to: –

- a. Act honestly, fairly and with due skill, care and diligence in the interests of Council for Geoscience;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Council for Geoscience fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests in relation to dealings with the Council for Geoscience;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct their business activities with transparency and consistently uphold the interests and needs of the Council for Geoscience as a client before any other consideration; and
- h. Ensure that any information acquired by the Bidders from the Council for Geoscience will not be used or disclosed unless the written consent of the client has been obtained to do so.

56. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Council for Geoscience reserves its right to disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Council for Geoscience officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

57. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The Bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Council for Geoscience relies upon the Bidder's tender as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
- b. It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Council for Geoscience against the Bidder notwithstanding the conclusion of the Service Level Agreement between the Council for Geoscience and the Bidder for the provision of the service in question. In the event of a conflict between the Bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

58. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Council for Geoscience, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this bid.

59. INDEMNITY

If a Bidder breaches the conditions of this bid and, as a result of that breach, the Council for Geoscience incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds the Council for Geoscience harmless from any and all such costs which the Council for Geoscience may incur and for any damages or losses the Council for Geoscience may suffer.

60. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided expressly amends this document by reference.

61. LIMITATION OF LIABILITY

A Bidder participates in this bid process entirely at its own risk and cost. The Council for Geoscience shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this bid process.

62. TAX COMPLIANCE

No tender shall be awarded to a Bidder who is not tax compliant. The Council for Geoscience reserves the right to withdraw an award made or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or submitted a fraudulent information to the Council for Geoscience or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Council for Geoscience further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

63. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Council for Geoscience reserves the right to withdraw an award or cancel a contract concluded with a

Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

64. GOVERNING LAW

South African law governs this bid and the bid response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

65. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Council for Geoscience allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and the Council for Geoscience will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

66. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a Bidder's tender(s) will be disclosed by any Bidder or other person not officially involved with the Council for Geoscience's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Council for Geoscience remain proprietary to the Council for Geoscience and must be promptly returned to the Council for Geoscience upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, Bidders must secure the Council for Geoscience's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

67. COUNCIL FOR GEOSCIENCE PROPRIETARY INFORMATION

Bidders will on their bid cover letter make a declaration that they did not have access to any Council for Geoscience proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

68. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP, the Council for Geoscience may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful Bidder who shall immediately make arrangements to stop the performance of the services and minimise further expenditure, provided that the successful Bidder shall thereupon be entitled to payment in full for the services delivered up to the date of cancellation or suspension.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: CGS-2023-007F

CLOSING TIME: 11:00am

CLOSING DATE: 2023/07/19

OFFER TO BE VALID FOR 120 CALENDAR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

Frans Moshoeu
 Supply Chain Management
 280 Pretorius Street
 Silverton
 Pretoria
 0001

[Tel:012 841 1250/51](tel:012841125051)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference point system

The applicable preference point system for this tender is the 80/20 preference point system.

- a) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 Allocated preference points

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. 51% or more black Ownership. (Submit a valid certified Accredited SANAS or DTI B-BBEE certificate or sworn affidavit as supporting document)	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

.Js General Conditions of Contract (revised July 2010)