	<b>VOLUME 3 OF 3</b>  <b>GCC 2015</b>  <b>THE CONTRACT</b>	<b>Tender No. RFP058/2024</b>  <b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b>
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## VOLUME 3 OF 3

## THE CONTRACT

# DEVELOPMENT BANK OF SOUTHERN AFRICA

## TENDER NO. RFP058/2024

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL  
TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM**

<b>Implementing Agent:</b>  <b>Development Bank of Southern Africa Limited</b> <b>1258 Lever Road</b> <b>Midrand Johannesburg</b> <b>Gauteng</b> <b>1685</b>  <b>Contact: 011 313 3911</b> <b>As per Tender Notice and Invitation</b>	<b>Project Manager</b>  <b>COBUS NIENABER</b>  <b>As per Tender Notice and Invitation</b>
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## TABLE OF CONTENTS

### **Notes:**

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.


All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
<b>C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>4</b>
C1.1	FORM OF OFFER AND ACCEPTANCE	5
C1.2	CONTRACT DATA	10
C1.2.1 :	CONDITIONS OF CONTRACT	11
C1.2.2 :	CONTRACT SPECIFIC DATA	17
C1.3 :	SECURITY OF PERFORMANCE/ CONSTRUCTION GUARANTEE	21
<b>C2 :</b>	<b>PRICING DATA</b>	<b>26</b>
C2.1 :	PRICING INSTRUCTIONS	27
C2.2 :	BILL OF QUANTITIES	31
<del>C2.3 :</del>	<del>AMENDMENTS, QUALIFICATIONS &amp; ALTERNATIVES</del>	<del>32</del>
<b>C3 :</b>	<b>SCOPE OF WORK</b>	<b>33</b>
C3.1 :	PROJECT SPECIFICATIONS	35
C3.2 :	PARTICULAR SPECIFICATIONS	45
C3.3 :	DRAWINGS	46
<b>C4 :</b>	<b>SITE INFORMATION</b>	<b>47</b>
C4.1 :	LOCALITY MAP	47

## THE CONTRACT


- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORK**
- C4 : SITE INFORMATION**

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## PART C1: AGREEMENT AND CONTRACT DATA

The **General Conditions of Contract for Construction Works, Third Edition, 2015** issued by the South African Institution of Civil Engineering (including amendments).

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	6
C1.2.2	Contract Specific Data	4
C1.3	Security of Performance/Construction Guarantee	5
	Total number of pages	21

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE

### C1.1.1 Offer

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

**TENDER No: RFP058/2024 – THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM**

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

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.....  
.....(in words);

R ..... (in figures).

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

Signature .....

Name .....

Capacity .....


#### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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## **C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)**

### **C1.1.2 Acceptance**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the security in terms of **Clause 6.2 of the GCC 2015** within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature .....


Name .....

Capacity .....

**for the**  
**Employer**      **Development Bank of Southern Africa Limited**  
1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province

Name of witness .....

Signature of witness ..... Date .....

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

**Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).**


Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

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

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

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

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

Name of witness .....

Signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province


Name of witness .....

Signature of witness ..... Date .....



<b>C1.2</b>	<b>CONTRACT DATA</b>
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Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	6
C1.2.2	Contract Specific Data	4
C1.3	Security for Performance /Construction Guarantee	5
	Total number of pages	16

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## C1.2.1 CONDITIONS OF CONTRACT

### **GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are clauses 1 to 10 of the **GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION, 2015** (hereinafter referred to as the "GCC 2015") published by the South African Institution of civil Engineering.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 and is obtainable from [www.saice.org.za](http://www.saice.org.za).

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

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

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

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


### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of GCC 2015 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the GCC 2015, are replaced with the Forms included in this Tender Document.


	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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## CONDITIONS OF CONTRACT

The Contract Data shall be read with the General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering and the Special Conditions of Contract.


### CONTRACT SPECIFIC DATA – Compulsory Data

Item	Sub-Clause(s)	Entry
The Defects Liability Period is:	1.1.1.13	<b>6 months</b>
The time for achieving Practical Completion is:	1.1.1.14	<b>4 months from Commencement of the Works</b>
The times for achieving Practical Completion for the portions set out in the Scope of Work are:	5.14.7	<b>There are no portions</b>
The time for completion of the whole of the Works (if Practical Completion in portions is required) is:		<b>Not applicable</b>
The name of the Employer is:	1.1.1.15 / 1.2.1.2	<p><b>Name: Development Bank of Southern Africa Limited</b></p> <p>Telephone: (011) 313 3911</p> <p>Facsimile: (011) 313 3086</p> <p>E-mail: iddlegal@dbsa.org</p> <p><b>Physical Address:</b></p> <p>1258 Lever Road, Headway Hill, Midrand, 1685</p> <p><b>Postal Address:</b></p> <p>P O Box 1234</p> <p>Halfway House</p> <p>Midrand</p> <p>1685</p>

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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Item	Sub-Clause(s)	Entry
The name of the Employer's Agent is:	1.1.1.16 / 1.2.1.2	Name: ARQ Consulting [ARQ Dams (Pty) Ltd] Telephone: +27 (012) 348 6668 E-mail: arq@arq.o.za <b>Physical Address:</b> 6 Daventry Street, Lynwood Manor, Pretoria, 0081 <b>Postal Address:</b> PO Box 76379, Lynnwood Ridge, Pretoria, 0040
The Pricing Strategy is:	1.1.1.26	Bill of Quantities contract (measurable)
The non-working days are:	5.1.1 and	The non-working days are Saturdays and Sundays.
The special non-working days are:	5.8.1	The special non-working days are the official public holidays of the Republic of South Africa (which shall include public holidays set aside for voting purposes) and the industry year end break with effective dates published by the South African Forum of Civil Engineering Contractors (SAFCEC).
<b>Commencement of the Contract</b>	5.2	The Contract shall commence on signature of these Special Conditions of Contract.
	5.2.1	Commencement Date to be the date of Site Handover
<b>Commencement of the Works</b>	5.3	Commencement of the Works shall be <b>3 Days</b> after the date of Site Handover.

Item	Sub- Clause(s)	Entry
The documentation required before Commencing with the Works are:	5.3.1	<p>The documentation required before commencement with Works or Employer's instruction for execution are in addition to those listed in the <b>Letter of Appointment</b>:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (Refer to clause 4.3)</li> <li>b) <i>Initial Programme</i> (Refer to clause 5.6)</li> <li>c) Initial cash flow projection linked to the programme (Refer to clause 5.6.2.6)</li> <li>d) Security (Refer to clause 6.2)</li> <li>e) Insurance (refer to clause 8.6)</li> <li>f) Construction permit (where <i>applicable</i>)</li> <li>g) Signed Contract Agreements with nominated SMME contractors and Community Liaison Officer unless agree otherwise. SMME contract agreements shall clearly state the assigned foreman details, scope of works, materials and equipment to be provided by the Contractor, payment conditions, time frame for completion and any penalties for late completion.</li> </ul>
The time to submit the documentation required before commencement of the Works is:	5.3.2	<p>The time to submit the documentation required before commencement with Works execution is within fourteen (14) days from the date of receipt of <b>Letter of Appointment</b>.</p>
The penalty for failing to complete the Works is:	5.13.1	<p>The penalty for failing to complete the Works at the Due Completion Date is 0.0275% of the contract sum excluding VAT (round up to the nearest 100) per day.</p> <p>The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Employer's Agent's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.</p>

	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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Item	Sub-Clause(s)	Entry
The penalty for failing to complete portions as set out in the Scope of Work is:		No sections or portion applicable
The penalty for failing to complete the whole of the Works (if completion in portions is required) is:		0.0275% of the contract sum excluding VAT (round up to the nearest 100) per day
The requirements for achieving Practical Completion are:	5.14.1	The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
If completion in portions is required, then the requirements for achieving Practical Completion for the portions are:		No sections or portion applicable
The latent defects period is:	5.16.3	The latent defect period is 10 years
The type of security for the due performance of the Contract to be delivered to the Employer's Agent is:	6.2.1	A Security of Performance / Construction Guarantee in the form attached issued by a registered entity approved by the Employer at 10% of the total of offer prices reducing to 5% of the total of offered prices when the Contractor is issued with Certificate of Completion and reducing further to 0% at the end of the Defects Notification Period.
The percentage allowance on the net cost of materials actually used in the completed work is:	6.5.1.2.3	0%
The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is:		0%
The percentage advance on materials not yet built into the Permanent Works is:	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: Sixty percent (60%) of the invoiced value for materials which have already been delivered to site.

Item	Sub- Clause(s)	Entry
The percentage advance on Plant not yet supplied to the Site is:		0%
The limit of retention money is:	6.10.3	5% of the payment certificate or retention bond equivalent to 5% of the total contract price offered. The amount in retention of the employer shall be released when the Works reach 50% and the balance thereof shall be released on issued of Final Approval Certificate. The retention bond or guarantee or security shall expire on issue of the Final Approval Certificate.
The value of Plant and materials supplied by the Employer to be included in the insurance sum is:	8.6.1.1.2	Total Value of Plant, Materials and Equipment used for the works
The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is:	8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
The limit of indemnity for liability insurance is:	8.6.1.3	An amount no less than the Contract Price plus 20 %
The number of Adjudication Board Members to be appointed is:	10.5.3	One


	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## CONTRACT SPECIFIC DATA – Optional Data




	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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	Sub-Clause(s)	Entry
The governing law is:	1.3.2	South African
The language of the Contract and for written communications is:	1.3.3	English
The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses:	3.2.3	<p>Clause 3.2.3 of the Special Conditions:</p> <ul style="list-style-type: none"> <li>• Give contractor notice to commence with works.</li> <li>• Order any work as a variation order.</li> <li>• Order any work which requires utilization of provision for contingencies in the contract sum.</li> <li>• Order any work which requires the contract price to exceed contract sum.</li> <li>• Ruling on a contractor's claim for extension of time or any other claim.</li> </ul>
The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information. Tenderers are to note that this is a brownfields project where the existing facilities will be in use during construction and therefore due care and associated planning is expected.
Parent Guarantor for the purposes of the Parent Company Guarantee is:	6.2.4	Not Applicable
The Contract Price Adjustment Factor is:	6.8.2	<del>Applicable if the contract period works exceeds 12 months.</del>
The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:		Not applicable. This is a fixed price contract in which tenderers are expected to include in their item rates any potential price escalations that might be experienced during the duration of the contract.
Price adjustments for variations in the costs of special materials are:	6.8.3	Not Allowed
A Coupon Policy for Special Risks Insurance issued by SASRIA is:	8.6.1.2	Required

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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	Sub-Clause(s)	Entry
Ground support insurance, effected and maintained by the Contractor as set out in the Scope of Work is:	8.6.1.4	Contractors' All Risk Insurance
In addition to the insurances required in terms of Clauses 8.6.1.1 to 8.6.1.4, the following insurance is also required:	8.6.1.5	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.
Insurances shall be effected with an insurance company approved by the Employer and or registered in South Africa	8.6.5	Allowed
Dispute resolution shall be by a standing Adjudication Board:	10.5.1	<p>There shall be no standing Adjudication Board Applicable</p> <p>For avoidance of doubt adjudication shall be by Ad-hoc adjudication as stated in 10.5.2</p>
The final determination of disputes shall be by:	10.7.1	Arbitration

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## C1.3 CONSTRUCTION GUARANTEE

### Pro-Forma GCC Performance Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

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

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)


“Expiry Date” means: ..... The end date of Defects Liability Period or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

#### CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of Completion of the Works as defined in the Contract.

#### 1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor’s liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R .....

(Amount in words .....)


From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever date occurs first: R .....

(Amount in words .....)

- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## **2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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### **3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.


3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional and/or final sequestration and/or provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all the monies received in terms of this Performance Guarantee have been expended and shall refund the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferrable and shall not expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantee after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor Signatory (1) .....


Capacity .....

Guarantor Signatory (2) .....

Capacity .....


Witness (1) .....

Witness (2) .....

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Instructions	4
C2.2	Bill of Quantities	1
C.2.3	Amendments and Qualifications	1
	Total number of pages	6


	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

- 1.1 In this Bill of Quantities the headings and item descriptions identify the work covered by the respective items shall be read in conjunction with those items contained in the Measurement and Payment Clauses of the various Specifications contained in Volume 3 as cross referenced.
- 1.2 The quantities of work and material set forth in the Bill of Quantities are estimates set against abbreviated item descriptions.
- 1.3 The nature and extent of the work is to be ascertained by reference to all the documents comprising the Contract. Where Clause references are contained in item descriptions, these are given for guidance only and are not exclusive to other relevant provisions of the Contract.
- 1.4 The Conditions of Contract, special conditions of contract (if any), specifications and drawings are to be read in conjunction with this Bill of Quantities.
- 1.5 The rates and prices entered in the Bill of Quantities shall represent full compensation for executing and completing the work as specified or implied including inter alia the following, unless explicitly stated otherwise:
  - 1.5.1 General obligations, overheads, liaison, liabilities and risks involved in the proper management and execution of the Works as set forth in or reasonably to be implied from the Contract.
  - 1.5.2 All taxes, duties, surcharges, royalties and the like payable by the Contractor.
  - 1.5.3 Complying with Health and Safety, Environmental, Recruitment and Training, Industrial Relations and Quality Management provisions.
  - 1.5.4 All testing and quality control and supplying results of tests carried out by the Contractor to the Design Engineer. Attendance and transport for sampling and testing carried out by the supervisory Engineer.
  - 1.5.5 Design, drawings and documentation for Mechanical and Electrical Equipment.
  - 1.5.6 Preparation and timely supply of detailed working drawings as applicable.
  - 1.5.7 The submission of Method Statements as required by the Design Engineer.
  - 1.5.8 Preparation and timely supply to the Design Engineer of all the specified records of the Works.
  - 1.5.9 The effect on the planning of the Works.
  - 1.5.10 Labour and supervision.
  - 1.5.11 The procurement and supply of materials and goods including purchase, loading, transport, delivery to and handling at Site, storage and eventual delivery to and handling at the point of incorporation in the Works. Taking delivery of materials and goods supplied by others, handling, storage and incorporation of materials and goods into the Works.
  - 1.5.12 Obtaining natural material from borrow pits and the quarry, identification and demarcation of borrow areas, loading and transport of such material to the Works.



	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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- 1.5.13 Processing of goods and materials as specified and incorporation in the Works as specified such that the Works will be fit for the purpose for which they are being provided.
- 1.5.14 Contractor's Equipment supply and utilisation.
- 1.5.15 Temporary Works and infrastructure requirements.
- 1.5.16 Waste.
- 1.5.17 All test on completion, maintenance and remedying of defects during the Contract, including the Defects Liability Period.
- 1.5.18 All other incidentals necessary for the completion of the work and maintenance thereof.
- 1.6 The Bill of Quantities does not form the basis on which the Contractor shall order materials for the construction of the Works. Responsibility for the accuracy of quantities of materials ordered shall be solely that of the Contractor.

**Note:**


The contractor must ensure that his unit prices are correct. The final tender price shall be calculated from unit prices and any mathematical errors shall be corrected in the tendered amount.

**2. MEASUREMENT OF COMPLETED WORK**

- 2.1 Measurement for the works shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction, or to the relevant pay items in the particular specifications referred to in the Scope of Work. Measurement of and payment of all roadworks, bridges and culverts shall be in accordance with COTO Standard specifications for Roads and Bridge works 2020 Edition. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.
- 2.2 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.3 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 2.4 The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 2.5 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardized Specifications.

**3. PRICING OF ITEMS**

- 3.1 A price or rate shall be entered against each item in this Bill of Quantities, whether or not quantities are stated. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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3.2 Where allowance is made in the Bill for the Contractor to enter items and the space provided is insufficient, the Contractor shall attach such additional Bill pages to the back of the relevant page of the Bill. **Any such additions shall be clearly referenced and identified as additional pages and will be viewed to be an integral part of the Bill.**

3.3 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

3.4 Rates and prices shall be expressed to two decimal places except in the case of a “NIL” rate or price.

#### **4. USE OF ALTERNATIVE SPECIFIED MATERIALS**

4.1 Where a choice of alternative materials is indicated for a given purpose, the description scheduled and the rates and prices inserted shall be deemed to cover any of the permitted alternative materials which the Contractor may elect to use.

#### **5. LABOUR INTENSIVE CONSTRUCTION METHODS**


5.1 Pursuant to the sub clause PS-6.13 of the contract Specification, certain works shall be required to be undertaken utilizing labour intensive construction methods and which shall be undertaken by unskilled or semi-skilled workers. Each item in the Bill of Quantities to which the labour intensive requirements shall be applicable is marked “#”.

#### **6. UNIT OF MEASURE**

6.1 The following abbreviations may be used for the units of measurement:

UNIT	ABBREVIATION	UNIT	ABBREVIATION
Litre	ℓ	Meganewton	MN
Millimetre	mm	Number	No
Metre	m	Hour	hr
Kilometre	km	Day	d
Square millimetre	mm <sup>2</sup>	Week	wk
Square metre	m <sup>2</sup>	Month	Mth
Cubic metre	m <sup>3</sup>	Provisional sum	PS
Hectare	ha	Extra over	E/o
Gram	g	Rate only	R/o
Kilogram	kg	Pocket	Pkt
Newton	N	Sum, Lump sum	Sum

Megalitre	Mℓ		
Cubic metre kilometre	m <sup>3</sup> .km		
Kilonewton	kN		

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## C2.2 BILL OF QUANTITIES

Use this page as a cover page to the *Contractor's Bill of Quantities*.


- 1) Tenderers are to ensure that adequate provision for the health and safety measures have been and provided detailed breakdown in the *Bill of Quantities*, as required by the Department of Labour.
- 2) The PDF/ original format *Bill of Quantities* must be populated by hand in black ink and will be the document used for evaluation purposes.
- 3) Tenderers are also required to electronically populate the Excel format and add to the required electronic Drive with your submission. This will be used to support verification of pricing errors.

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## **C2.3 ~~AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER~~**

**~~Subject to condition stated in Tender Data:~~**

~~Use this page as a cover page to the *Amendments, Qualifications and Alternatives by Tenderer*~~


## **PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	Project Specifications	10
C3.2	Particular Specifications	1
C3.3	Drawings (list of all drawings)	4
	Total number of pages	16

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
--	--	--

## Contents

<b><u>1. DESCRIPTION OF THE WORKS</u></b> .....	<b>31</b>
<b><u>2. DRAWINGS</u></b> .....	<b>33</b>
<b><u>3. PROCUREMENT</u></b> .....	<b>33</b>
<b><u>4. CONSTRUCTION</u></b> .....	<b>33</b>
<b><u>5. MANAGEMENT</u></b> .....	<b>36</b>

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## C3.1 PROJECT SPECIFICATIONS

### 1. DESCRIPTION OF THE WORKS

#### 1.1. Employer's objectives

The Employer's objectives are to procure the services as indicated in this document, appointment of a service provider for supply and delivery and installation of Terramesh wall for the construction of the Tzaneen dam.

#### 1.2. Overview of the works

The DBSA, on behalf of the Department of Water and Sanitation (DWS) has an objective to complete the upgrading of the Tzaneen Dam.

#### 1.3. Extent of the works

The Works to be carried out by the Supplier / Contractor under this contract is outlined in the document. The location will be within the identified District Municipality [Refer to the drawings (where applicable) for detailed specifications of work to be done]:

Here below is the list of items procured by the DBSA (on-behalf of DWS construction North) and supplied by the Supplier in the terms and conditions of the afore Agreement:

##### 1.3.1.1 Installation of and Terramesh wall

##### 1.3.1.1.1 Description

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will have capacity of 193 million cubic metre the works include.


- The construction of a reinforced concrete labyrinth spillway on the lowered Spillway crest section to a new crest by 3 m high.
- Raising of the concrete NOC tongue wall sections,
- Changing the brickwork construction of the inlet works control house to allow permeability for an additional 3 m water depth.
- Raising the embankment by 2, 4 m high.
- Revision of the energy dissipation measures to form an impact slab more suited to the discharge pattern of a labyrinth spillway.

This work must be done without interfering with the day-to-day operation of the dam.

##### 1.3.1.1.2 Project Location.

- Tzaneen Dam is located on the Groot Letaba River, immediately upstream of the Town of Tzaneen in Limpopo. Tzaneen Dam is normally accessed directly from the R71 which runs through Tzaneen via Voortrekker Road. Voortrekker Road runs through a gated area before entering the dam site. The road connects almost directly to the end of the western embankment of the dam, and splits onto a local access road running along the dam toe. Access to the Tzaneen Dam site for construction activities, however, will be limited to a dedicated route on the left bank



	<p align="center"><b>VOLUME 3 OF 3</b></p> <p align="center"><b>GCC 2015</b></p> <p align="center"><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
--	--	--

of the Groot Letaba River. This route also starts from the R71 on an Deepark surfaced road leading to the north-west. Some 400m from the junction, an unsurfaced road runs westward alongside a small airfield, then turns north towards the dam.

- b) Tzaneen Dam is situated in Tzaneen town in the Limpopo Province.

GPS Coordinates: Site office:

Longitude: 23°48'12.56"S

Latitude: 30° 9'45.73"E


#### **1.3.1.1.3 Service Required.**

The Contractor will be required to perform the following service as part of this contract:

- (i) install terramesh as per project specification as shown on the Drawings.
- (ii) Contractors shall provide in their bid for all materials as per bill of quantities, labour, plant, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents and project specification.

#### **1.3.1.1.4 Requirement**

- a) Installation of Terramesh wall shall be performed by competent and experienced operators. The experience and qualifications of the supervisors and operators shall be subject to the prior approval of the Engineer.
- b) The Contractor shall provide sufficient equipment and all necessary ancillary equipment, scaffolding and other accessories to complete the various types of drilling and grouting required. Such equipment shall be of types and capacities approved by the Engineer.
- c) Contractors shall provide in their bid for all labour, plant, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents and project specification.
- d). The Contractor shall perform all process of Terramesh wall installation including all associated.
  - (1) Terramesh wall consists of pre-assembled units of double twisted wire mesh.
  - (2) The facing section of the unit is formed by connecting a back panel and diaphragms to the main fascia unit, thus creating the rectangular New fill material shaped cells used for stone confinement.
  - (3) The geogrid reinforcement, fascia and lid are all one continuous panel of mesh.
  - (4) Terramesh System units are supplied in standard lengths, requiring no cuts on site.
  - (5) Following assembly on site, the fascia unit is filled with suitable gabion stone fill.
  - (6) Structural backfill is then placed upon the soil reinforcement geogrids and compacted. Subsequent Terramesh layers are placed onto the completed layer beneath. Soil nails at the bottom of the cut slope will be required to provide temporary and overall stability.

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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**Mechanically Stabilised Earth work must be done in accordance with SANS 8006-1:2018 - Code of practice for strengthened/reinforced soils and other fills and COLTO (2020).**

**1.3.1.1 5. Programme.**

- a) Service of Terramesh wall installation will commence after the contract has been signed by the two parties.
- b) The Contractor shall nominate a contact person with whom the Department will arrange and schedule of work.
- c) Failure to deliver on time will result in the imposition of the penalty prescribed in the General Conditions of Tender Contract and Order.

**1.3.1.1.6. Quantities.**

It is a contractual requirement that the items be delivered as per indicated quantities and time frame after signing of the contract by the successful Contractor.


**1.3.1.1.7. Delivery**

Rendering of service may be made during working hours:06h30 to 17h00, but not on the following days or periods:

- (i) Saturdays 12h00 to Mondays 07h00.
  - (ii) All public holidays.
  - (iii) The period 11 December to 9 January.
- Unless otherwise agreed before delivery.


**1.3.1.1.8. Payment.**

- a) Payments will be made monthly on receipt of specified tax invoices.
- b) Escalation will only be paid if stipulated in the Special Conditions of Contract.
- d) Payment will be done within 30 days of receipt of original invoice by depositing the payment directly into the bank account of the successful Tenderer. No cash payment or cheque payment will be done.
- d) No Payment for standing time will be made


	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## Schedule 2 (Purchase Order /Contract Price)

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b><u>TERRAMESH WALL</u></b>				
3	C12.6	<b><u>MECHANICALLY STABILISED EARTH AND GABIONS</u></b>				
3.1	C12.6.1	Establishment on site for MSE	Sum	1		
3.2	C12.6.5	Preparation of surface for laying of geosynthetic	m <sup>2</sup>	4450		
3.3	C12.6.9	Structural geosynthetic reinforcing (LTDS > 110 kN/m longitudinal; > 5 kN/m transverse - Paragrid 200/05 or similar approved)	m <sup>2</sup>	39500		
3.4	C12.6.11	Backfill (G6 quality material compacted to 95% PROCTOR ) - <b><i>G6 Materials will be available on site density</i></b>	m <sup>3</sup>	40000		
3.5	C12.6.13	Drainage (Refer to dwg. 9368-231 for details)	No	15		
3.6	C12.6.14	Foundation trench excavation:				
	C12.6.14.1	Excavating all material situated within the following depth ranges below the surface level				
CARRIED FORWARD						

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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3.8	C12.6.15	Surface preparation for bedding the gabions	m <sup>3</sup>	850		
3.9	C12.6.16	Gabions and mattresses:				
3.10		Polymer coated galvanised gabion baskets (3 x 1 x 1 m with 2 m "tail" - Terramesh or similar approved	m <sup>3</sup>	1750		
3.11	C12.6.17	Needle punched non-woven geotextile (Bidim A4 or similar approved)	m <sup>2</sup>	6650		
		<b>Mechanically Stabilised Earth work must be done in accordance with SANS 8006-1:2018 - Code of practice for strengthened/reinforced soils and other fills and COTO (2020).</b>				
<b>TOTAL</b>						
<b>CONTEGENCIES @10%</b>						
<b>VAT @15%</b>						
<b>GRAND TOTAL</b>						

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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Should the contractor at Works Completion, be in default by non-attainment of the above mentioned labour intensive targets, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of **not exceeding 5% of the contract sum**.


For subcontract work, 30% of the value of the work must be sub-contracted linked with a clear plan of how the contractor will capacitate the sub-contractor to advance.

Where SMMEs are sufficiently resourced, 10% of the value of the work must be subcontracted. Where SMMEs are insufficient resources to execute the proposed works as a complete package the Contractor may conclude contracts on a management/labour basis in which event a minimum of 5% of the value the works is to be subcontracted. The onus is on the Contractor to prove to the employer that no fully fledged SMMES are active in the area of the project.

Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located which is Mopane District Municipality.  
The minimum target for materials sourced locally is 30% of the contract value.

SIGNATURE: \_\_\_\_\_  
(Authorised Person)

DATE: \_\_\_\_\_

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
<b>Essential data</b>	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is: ARQ Consulting Engineers
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> <li>1) Program to be submitted in Microsoft Project format</li> <li>2) Gantt chart to indicate critical path and progress</li> <li>3) Gantt chart to be updated before monthly site meeting</li> </ol>
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <ol style="list-style-type: none"> <li>1) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m<sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. <b>(Minimum 15-seater)</b></li> <li>2) The following facilities will be supplied to the employer's representatives: <ul style="list-style-type: none"> <li>- 15 Hardhats for employer's representatives visiting the site</li> <li>- 15 Safety (High visibility) jackets for employer representatives visiting the site</li> <li>- 15 sets of safety Goggles</li> <li>- 15 sets of earplugs (when applicable)</li> </ul> </li> </ol>
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and

	subcontractors are: 1) See Bill of Quantities.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) See Civil Drawings
4.17.3	Services which are known to exist on the site are: 1) Water network. 2) Electricity reticulation, sub-surface and over head 3) Sewer Network
4.17.4	The requirements for detection apparatus are: 1) Communication with Department of Health officials.

### **Additional clauses**

#### **1 Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

#### **2 Water and electricity**

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity: A

<b>Service</b>	<b>Option</b>		
	<b>A</b> <b>Contractor responsibility</b>	<b>B</b> <b>Employer responsibility</b>	<b>C</b>
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the

	plumbing connections and purchase water from the local authority for the works at his own cost.	supply at designated points and make use of water free of charge for construction purposes only.	Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

**SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.**

Clause	Specification Data
<b>Essential Data:</b>	
5.1	The depth of trenches which are to be excavated by hand is 700mm.
<b>Additional clauses:</b>	
1	<p><b>Stone pitching and rubble concrete masonry</b></p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p><b>Manufactured Elements</b></p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>



**SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.**

4.2.1(a) A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.  
  
A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: [www.hwseta.org.za](http://www.hwseta.org.za).

4.2.1(a) The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

**Additional clauses**

The duration of each workshop is not to be less than 2 ½ hours.

**a. Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 days after rain that is considered to justify an extension of time occurs.

**b. Unauthorised persons**

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

**c. Management meetings**

A Schedule of meetings will be agreed with the contractor.

**d. Daily records**


The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to EPWP requirements.

**e. Payment certificates**

Payment Certificates will be done as per **Clause 6 of GCC 2015**. Payments will not be processed unless all the required job creation statistics and all supporting information are attached to the claim for payment.

**f. Job statistics/targeted labour**

The contractor must provide monthly statistics to the DBSA indicating the number of new jobs created through this contract. This statistic **must be provided with each monthly payment**

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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**certificate** using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

### 5.7.1 Expanded Public Works Programme (EPWP)

#### 5.7.1.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 6CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 September 2013 to 30 June 2013, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 September 2013 to 30 June 2013 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 September 2013 to 30 June 2013 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>

		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

#### **5.7.1.2 Employment of unskilled and semi-skilled workers in labour-intensive works**

##### **5.7.1.2.1 Requirements for the sourcing and engagement of labour.**

**5.7.1.2.2.** Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-4, Participation of Targeted enterprise and targeted labour.

**5.7.1.2.3.** The rate of pay set for the SPWP is equal to 100% of normal daily payment


**5.7.1.2.4.** Tasks established by the contractor must be such that:

- i) the average worker completes 5 tasks per week in 40 hours or less; and
- ii) the weakest worker completes 5 tasks per week in 55 hours or less.

**5.7.1. 2.** The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.2.1.3.

**5.7.1.2.1.** The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- i) where the head of the household has less than a primary school education;
- ii) that have less than one full time person earning an11 income;
- iii) where subsistence agriculture is the source of income.

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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- iv) those who are not in receipt of any social security pension income

**5.7.1.2.2.** The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:


- i) 10 % women;
- ii) 50% youth who are between the ages of 18 and 25; and
- iii) 2% on persons with disabilities.

## **5.7.2 Training of targeted labour (non-accredited training)**

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- d) Proof of compliance with all the requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.


## **5.7.3 Employment of local labour**

- a) It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.
- b) The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.
- c) The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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#### **5.7.4. DECANTING PLAN**


Where temporary decanting structures are required in terms of the Site Development Plan (Refer Section C5), such structures shall be constructed in accordance with drawings provided by the professional team at the start of the project and before work commences on buildings in use. The Contractor shall programme the works as such and submit the programme to the Professional Team for approval of the sequencing of the works.

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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### C3.2 PARTICULAR SPECIFICATIONS


In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
SHEQ: DBSA OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	Annexure A
B/RA: DBSA BASELINE RISK ASSESSMENT	Annexure B
SHEQ: SAFETY, HEALTH, ENVIRONMENT AND QUALITY POLICY	Annexure C

	<p><b>VOLUME 3 OF 3</b></p> <p><b>GCC 2015</b></p> <p><b>THE CONTRACT</b></p>	<p><b>Tender No. RFP058/2024</b></p> <p><b>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</b></p>
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## DRAWINGS

Drawing Folder: Annexure online

	<p>VOLUME 3 OF 3</p> <p>GCC 2015</p> <p>THE CONTRACT</p>	<p>Tender No. RFP058/2024</p> <p>THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL TERRAMESH WALL FOR THE CONSTRUCTION OF TZANEEN DAM</p>
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## PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page	1
	<i>Site Location – Map</i>	1
	Total number of pages	2



