DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

VOLUME 3 OF 3

THE CONTRACT

TENDER NO. RFP 170/2026

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER VARIOUS CONSTRUCTION MATERIALS AND ASSOCIATED ITEMS, ON AN AS - AND - WHEN REQUIRED BASIS, FOR THE CONSTRUCTION OF TZANEEN DAM FOR A PERIOD OF TWELVE (12) MONTHS.



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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:

Document Reference	Title	Page
C1:	**AGREEMENT AND CONTRACT DATA**	**4**
C1.1 :	FORM OF OFFER AND ACCEPTANCE	5
C1.2 :	CONTRACT DATA	9
C1.2.1 :	CONDITIONS OF CONTRACT	10
C1.2.2 :	CONTRACT SPECIFIC DATA	11
C1.3 :	FORMS OF SECURITIES	25
C2 :	**PRICING DATA**	**28**
C2.1 :	PRICING INSTRUCTIONS	29
C2.2 :	PRICING SCHEDULES	30
C2.3 :	PRICING ASSUMPTIONS: SUPPLY CONTRACT	31
C2.4 :	~~AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES~~ 32	
C3 :	**PURCHASERS GOOD INFORMATION**	**33**
C3.1 :	PROJECT SPECIFICATIONS	34
C3.2 :	PARTICULAR SPECIFICATIONS	45
C4 :	**SITE INFORMATION**	**46**
C4.1 :	INFORMATION AND MAP	47

THE CONTRACT

C1 : AGREEMENT AND CONTRACT DATA

C2 : PRICING DATA

C3 : PURCHASERS GOOD INFORMATION

C4 : SITE INFORMATION

PART 1: AGREEMENT AND CONTRACT DATA

The applicable contract NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	9
C1.2.1	Conditions of Contract	10
C1.2.2	Contract Specific Data	5
C1.3	Performance Guarantee (Not used)	4
	Total number of pages	33

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 RFP 170/2026: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND OFFLOAD VARIOUS CONSTRUCTION MATERIALS AND ASSOCIATED ITEMS, ON AN AS-AND-WHEN REQUIRED BASIS, FOR THE CONSTRUCTION OF TZANEEN DAM FOR A PERIOD OF TWELVE (12) MONTHS.**

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 (FIRST FORECAST), 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 .....

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, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect, if not supplied earlier in accordance with the conditional Letter of Acceptance. 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, unless stated differently in the contract conditions, 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 . . . . . .

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 addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed

copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

Name 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 . . . . . .

C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	16
C1.2.2	Contract Specific Data	2
C1.3	Performance Guarantee (Not used)	4
	Total number of pages	23

C1.2.1 CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL

The Particular Conditions of Contract form an integral part of the Contract. These clauses shall amplify, modify or supersede, as the case may be, the NEC3 SC Core Clause and Secondary Option Clauses to the extent specified below, and shall take precedence and shall govern.

The Z-Clauses hereafter are numbered "Z" followed in each case by a number and an appropriate heading.

The Contract Data Forms included in the NEC3 SC are replaced with the Contract Data Forms included in this Contract.

C1.2.2 CONTRACT DATA

Part one - Data provided by the *Purchaser*

		Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts		
1 General		The *conditions of contract* are the core clauses and the clauses for Options of the NEC3 Supply Contract April 2013. • The *services* are **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND OFFLOADING OF VARIOUS CONSTRUCTION MATERIALS AND ASSOCIATED ITEMS, ON AN AS -AND - WHEN REQUIRED BASIS, FOR THE CONSTRUCTION OF TZANEEN DAM.** • The *Purchaser* is Name **The Development Bank of Southern Africa, a state-owned entity of the Government of South Africa** Address: 1258 Lever Road Headway Hill Midrand 1685 • The *Adjudicator* is Will be mutually agreed on by both Parties once a dispute arises. The parties submit a maximum of three nominations to agree on the Adjudicator. If the Parties do not agree on the Adjudicator, the Adjudicator will be appointed by the **Association of Arbitrators of Southern Africa** The Goods Information is in **Part 3: Purchaser's Goods Information, including all documents and drawings to which it refers and the applicable standards** The Supply Requirements as part of the Goods Information are in **Part 3: Purchaser's Goods Information (including the delivery requirements for each commodity) and clause Z23** *language of this contract* is **English** *law of the contract* is the law of the **Republic of South Africa** *period for reply* is **One (1) week.** *Adjudicator nominating body* is **the Association of Arbitrators of Southern Africa**

		• The *tribunal* is **Arbitration** • The person or organization who will choose an arbitrator is the Chairman of the **Association of Arbitrators of Southern Africa** • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator is. • The following matters will be included in the Risk Register **(1) Late delivery affecting Purchaser's delivery obligation** **(2) Defective equipment or goods** **(3) Noncompliance with Health and Safety Regulations including instructions implementing COVID-19 directives**
3 Time		• The *starting date* is **TBD** The *Supplier* submits revised programmes at intervals no longer than **Two (2) weeks. NOTE: Supplier to liaise with the contractor (Construction North) and the APP/PSP to ensure that the baseline programme is aligned with the contractor's programme.**
4 Testing and Defects		• The *defects date* is **Fifty-Two (52)** weeks after Delivery. • The *defect correction period* is **One (1)** week(s) except that: • The *defect correction period* for major defect is **Two (2)** weeks. • The *defect access period* is **Five (**5) days
5 Payment		• The *currency of this contract* is the **South African Rand (ZAR)** • The *assessment interval* is **Three (3)** weeks (not more than five). • The *interest rate* is **0%** per annum above the Prime rate of the average of the four main banks, otherwise **Standard Bank** (Purchaser's Bank) rate is applicable.
8 Risks, liabilities, indemnities and insurance		• The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is **Whatever the Supplier deems necessary in addition to what is required by law for anyone event with cross liability so that the insurance applies to the parties separately**. • The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* arising out of and in the

		course of their employment in connection with this contract for any one event is **As prescribed by the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and the Supplier's common law liability for people falling outside the scope of the Act with the limit of indemnity of not less than R2,000,000 (Two Million Rand).** • The *Supplier*'s liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is limited to R0.00 (zero Rand) • For any one event, the *Supplier*'s liability to the *Purchaser* for loss of or damage to the *Purchaser*'s property is limited to **The Purchaser's existing and surrounding property in the care custody and control of the Supplier the amount of the deductible required by insurer from the Purchaser.** • The *Supplier*'s liability for Defects due to his design which are not notified before the last *defects date* is limited to - **The Total of the Prices** The *Supplier*'s total liability to the *Purchaser* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to - **The Total of the Prices** • The *end of liability date* is **five (5)** years after Delivery of the whole of the *goods* and *services*.
Data for Option Clauses		
X1		**Price Adjustment Factor**
		Option X1 does not apply. The prices are fixed and are not adjusted for inflation.
X2		**Change in the law**
		A change in the law of the Republic of South Africa is a compensation event if it occurs after the Contract Date
X7		**Delay damages**
		0.5% of the total order prices per week up to the maximum of 10% of the order value
X13		~~**Performance Bond**~~ Not used
		Option X13 does not apply. Security for the Supplier's performance is provided by retention in terms of clause Z24.
X14		**Advance Payment**
		Option X14 does not apply. No advance payment is made to the Supplier.
		Not applicable.

		Not applicable.
		An advanced payment bond is required
Amendments to core clauses		
Interpretation and the law 12	12.6:	Add a new core clause 12.6 to 12. 13 after core clause 12.5 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
	12.7	Headings are for convenience only and will not be taken into consideration in the interpretation of the contract
	12.8	In this contract the references to the provisions of any law includes such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this contract.
	12.9	References to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons
	12.10	Time is of the essence in the performance of the Parties' respective obligations
	12.11	Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day
	12.12	The rule of construction that the Contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract shall not apply
	12.13	The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
Disclosure 15		**Delete clause 15.1 in its entirety and replace it with the following clause 15. 1 to 15.6**
	15.1	The Supplier does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Supplier, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 25.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
	15.2	If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
	15.3	In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed

		by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
	15.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
	15.5	The *Supplier* ensures that all his Sub-Suppliers abide by the undertakings in this clause.
Illegal and impossible requirements 18		Add a new core clause 18.2 Any provision in contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of contract in such jurisdiction, without invalidating the remaining provisions of contract in such jurisdiction or affecting it in any other jurisdiction
Assessing the amount due 50	50.2	Amend core clause 50.2 to read as follows: The amount due is the Price for each lump sum item in the Price Schedule which the Supplier has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate, plus other amounts to be paid to the Supplier, less amounts to be paid by or retained from the Supplier. The amounted assessed as due does not include the amount for materials and goods stored off site. Any tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.
Payment 51		**Amend core clause 51 by adding new core clauses 51.5 to 51.8**
	51.5	Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice in accordance with the Employer's procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
	51.6	If the Supplier does not provide a tax invoice in the form and by the time required by this contract, the time by when the Purchaser is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Purchaser in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
	51.7	The Supplier (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number 4740101508 on each invoice he submits for payment.
	51.8	Tax Invoice: the Supplier ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The Purchaser requires adherence by the Supplier to this

		requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement
Notifying compensation events 61		Delete from the last sentence in core clause 61.3, "unless the Service Manager should have notified the event to the Supplier but did not".
Reasons for termination 91		Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it": "*or had a judicial management or business rescue order granted against it (R8*)."
Delay damages X7		Add new clause X7.4 If the amount due for the Supplier's payment of delay damages reaches the limits stated in this Contract Data for Option X7 the Purchaser may terminate the Supplier's obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Option Z: Additional Conditions of Contract

Z1	**Cession and Delegation of Rights**
Z1.1	The Supplier may not cede and delegate any of its rights and obligations (including liabilities) under this contract to any person without the written consent of the Purchaser.
Z1.2	Notwithstanding the above, the *Purchaser* may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities or to its client on whose behalf it acts as an Implementing Agent.
Z2	**Joint ventures**
Z2.1	If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
Z2.2	Unless already notified to the *Purchaser*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
Z2.3	The *Supplier* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.
Z3	**Change of Broad Based Black Economic Empowerment (B-BBEE) status**
Z3.1	Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
Z3.2	The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3	Where, as a result, the *Supplier's* B-BBEE status has decreased (Level 4) since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Suppliers'* obligation to Provide the Works.
Z3.4	Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	**Ethics**
Z4.1	The *Purchaser* is committed to the highest standard of ethical behaviour and expects the same from all Suppliers Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier*'s obligation to Provide the Works or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
Z4.2	The *Purchaser* may terminate the *Supplier's* obligation to Provide the Works if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	**Health, safety and the environment**
Z5.1	The Supplier takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the *works*, maintain the health and safety of persons in and about the execution of the *works*.
Z5.2	The Supplier acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the *works*.
Z5.3	The Supplier, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise

	provided for under this contract and ensures that his Sub Suppliers, employees and others under the Supplier's direction and control, likewise observe and comply with the foregoing.
Z5.4	Supplier's liability as mandatory Notwithstanding any actions which the Purchaser may take, the Supplier accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the *works*.
Z5.5	Supplier's Designer The Supplier and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Supplier is responsible to design in terms of the Contract.
Z5.6	Supplier to notify Purchaser of any Incident The Purchaser retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993, and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace following any incident involving the Supplier and/or Sub-Supplier and/or their employees. The Supplier shall notify the Purchaser in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Z5.7	In carrying out his obligation mandatory to the Purchaser for this contract in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the Supplier ensures that he complies with the Act when Providing the Works or using Plant, Materials or Equipment. The Supplier indemnifies the Purchaser against loss and damage to property, death of, or injury to, a person and claims, proceedings, compensation and costs arising from the Supplier's transgression of the Act, except to the extent that the Purchaser caused the transgression.
Z6	**Assessing the amount of work which the Contract Data states the Supplier will do himself**
Z6.1	The prices for the work done by the Supplier himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in the pricing schedule associated with this contract.
Z6.2	The cost of people includes amounts for meeting the requirements of law and if applicable for pension provisions.

Z6.3	The amount for Equipment includes amounts paid for hired Equipment and an amount for the use of Equipment owned by the Supplier which is the amount the Supplier would have paid if the Equipment had been hired.
Z6.4	The assessment includes risk allowances for costs and time matters which are at the Supplier's risk under this contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.
Z6.5	The effects of compensation events upon the prices for work done by the Supplier himself are assessed by forecasting the effect of a compensation event upon the cost arrived at in terms of Z6.1 to Z6.3 above or if the event has already occurred, the assessment is based on the cost due to the event which the Supplier has incurred.
Z6.6	The provisions above apply also to compensation events involving changes to the prices for work done by the Supplier himself.
Z7	**Recovery Plan**
Z7.1	Where actual progress is not in accordance with the Accepted Programme or where the *Purchaser* or *Service Manager* is of the opinion, at any time during the execution of the *works*, that the *Supplier* will not achieve Completion on the date stated in the Accepted Programme, the *Supplier* shall prepare a recovery plan within 14 days of receipt of an instruction from the *Purchaser* or *Service Manager* requesting such recovery plan detailing: • the Supplier's plan to ensure that the works will achieve Completion on the date stated in the Accepted Programme; • all additional resources which will be employed by the Supplier in order to ensure that the Supplier achieves Completion on the date stated in the Accepted Programme; any other information which may be required by the Purchaser or Service Manager to ascertain that the Supplier will achieve Completion on the date stated in the most current programme.
Z8	**The Service Manager and Supervisor's authority**
Z8.1	The Purchaser is an organ of state and has to follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the Service Manager and Supervisor is limited and in the following they must obtain prior approval from the Employer: • change of scope of work having a cost and/or time impact; • acceptance of Sub Suppliers or subcontracting contract conditions; • giving any instruction having a cost and/or time impact; or • Acceptance of a compensation event having a cost and/or time impact.

	• Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury. • Increases above the contract from 0-9.99% will require written approval of the IDD Group Executive, and above 10-19.99% require the DBSA Chief Executive Officers written approval. • Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management Supplier.
Z8.2	The Service Manager or Supervisor may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.
Z8.3	The Purchaser may, having stated his reason, instruct the Supplier to remove an employee. The Supplier then arranges that, after one day, the employee has no further connection with the work included in this contract.
Z9	**Access to Manufacturing Plant and Records**
Z9.1	The Supplier allows the Service Manager or Purchaser access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records which it is required to keep. This includes the verification of forecast and inspection of other records. The Supplier shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the Employer.
Z10	**Environmental**
Z10.1	The Supplier ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the Purchaser's environmental specifications.
Z 11	**Spare and replacement parts**
Z11.1	The *Supplier* makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the *Purchaser* to maintain the *goods* during its *designed working life*. Unless otherwise agreed between the Parties, the purchase price of the spares and replacement parts is the *Supplier's* costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.

Z14	**Time**
Z14.1	**Amend this clause by inserting the following as clause 37.1** **Recovery Plan** 37.1 Where actual progress on Site is not in accordance with the most current programme or where the *Purchaser* or *Service Manager* is of the opinion, at any time during the execution of the *works*, that the *Supplier* will not achieve Completion on the date stated in the most current programme, the *Supplier* shall prepare a recovery plan within 14 days of

	receipt of an instruction from the *Purchaser* or *Service Manager* requesting such recovery plan detailing: • the Supplier's plan to ensure that the works will achieve Completion on the date stated in the most current programme; • all additional resources which will be employed by the Supplier in order to ensure that the Supplier achieves Completion on the date stated in the most current programme; any other information which may be required by the Purchaser or Service Manager to ascertain that the Supplier will achieve Completion on the date stated in the most current programme.
Z15	**Payment**
Z15.1	Amend clause 50 Clause 50 amended by addition of the following clause Materials and goods stored off site are not included in the amount authorised for payment
Z15.2	Payment 51 – amend the clause by adding the following clauses at the end of the clause: 51.5 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Employer*'s procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate. 51.6 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. 51.7 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number on each invoice he submits for payment.
Z16	**The Service Manager and Supervisor's authority**
Z16.1	The Purchaser is an organ of state and has to follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the Service Manager and Supervisor is limited and in the following they must obtain prior approval from the Employer: • change of scope of work having a cost and/or time impact; • acceptance of Sub Suppliers or subcontracting contract conditions; • giving any instruction having a cost and/or time impact; or • Acceptance of a compensation event having a cost and/or time impact. • Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury.

	• Increases above the contract from 0-9.99% will require written approval of the IDD Group Executive, and above 10-19.99% require the DBSA Chief Executive Officers written approval. • Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management Supplier.
Z16.2	The Service Manager or Supervisor may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.
Z16.3	The Purchaser may, having stated his reason, instruct the Supplier to remove an employee. The Supplier then arranges that, after one day, the employee has no further connection with the work included in this contract.
Z17	**Access to Manufacturing Plant and Records**
Z17.1	The Supplier allows the Service Manager or Purchaser access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records which it is required to keep. This includes the verification of forecast and inspection of other records. The Supplier shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the Employer.
Z18	**Environmental**
Z18.1	The Supplier ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the Purchaser's environmental specifications.
Z19	**Price adjustment for inflation**
Z19.1	Option X1 does not apply. The prices are fixed and are not subject to price adjustment for inflation.
Z 20	**Spare and replacement parts**
Z20.1	The *Supplier* makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the *Purchaser* to maintain the *goods* during its *designed working life*. Unless otherwise agreed between the Parties, the purchase price of the spares and replacement parts is the *Supplier's* costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.
Z21	**Verification of quantities delivered**
Z21.1	The *Purchaser* pays only for the quantity of goods confirmed on a delivery note signed by a representative of the *Purchaser* on offloading. Signature of a delivery note confirms quantity only and is not acceptance of the quality of the goods.

Z22	**Indicative quantities**
Z22.1	The quantities stated in the Price Schedule are estimates for pricing and evaluation only and do not constitute a guarantee of any minimum quantity or value. The *Purchaser* is obliged to pay only for goods ordered by an official purchase order and delivered and verified in terms of Z21. The *Supplier* is not entitled to any payment, compensation event or damages, including loss of profit, overhead recovery or standing costs, because the quantities ordered are less than those stated in the Price Schedule or because no order is placed for any item. The rates are not changed because of a variation in quantities.
Z23	**Ordering lead times**
Z23.1	Orders for each commodity are placed by the *Purchaser* (through Construction North (DWS)) at least the following minimum lead time before the required delivery date: eady-mix concrete 3 days; bulk cement 7 days; cement in bags 7 days; non-shrink cementitious grout 7 days; reinforcement bars 14 days; crusher-run materials 14 days; and toe road materials (including gravel materials, filter drain material and pre-cast kerbs) 14 days. The *Supplier* delivers within the lead time stated for the commodity. Delay damages under Option X7 apply only to orders placed in accordance with this clause. Where an order is placed on shorter notice, the *Supplier* uses reasonable endeavours to deliver and notifies the *Supply Manager* within one day of receiving the order of the earliest date by which it can deliver, which becomes the delivery date for that order.
Z24	**Retention for defective goods**
Z24.1	Where goods are found to contain a Defect, the *Purchaser* may withhold from the amount due an amount equal to 30% of the price of the defective goods (or the full price where the goods are rejected) until the Defect has been corrected or the goods replaced, at the *Supplier's* cost, within the defect correction period. The amount withheld is released in the next assessment after correction or replacement. This right is in addition to the *Purchaser's* rights under Option X13.
Z25	**Duration and expiry of contract**
Z25.1	This contract expires on the earliest of (a) 12 months after the *starting date*; (b) the date on which the total value of orders placed reaches the Total of the Prices; or (c) completion of the Tzaneen Dam construction works or termination of the *Purchaser's* mandate, as notified by the *Purchaser*. No orders are placed after expiry. Expiry does not affect the *Supplier's* obligations on orders placed before expiry, its obligations in respect of Defects up to the *defects date*, or its liability up to the *end of liability date*.

C1.2.2 CONTRACT DATA

Part two - Data provided by the *Supplier*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Supplier* is

  Name . . . . . .

  Address . . . . . .

  . . . . . .
- The following matters will be included in the Risk Register

  . . . . . .

  . . . . . .

  . . . . . .

  . . . . . .
- The *percentage for overheads and profit* added to the Defined Cost is

  . . . . . %.
- The *price schedule* is in . . . . . .
- The tendered total of the Prices is . . . . . (in words)

  . . . . . .

Optional statements

If the *Supplier* is to provide Goods Information for his design

- The Goods Information for the *Supplier*'s design is in

  . . . . . .

  . . . . . .

If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract

- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are

  . . . . . .

  . . . . . .

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is . . . . . .

If the *Supplier* is to state the *delivery date* of the *goods* and *services*

- The *delivery date* of the *goods* and *services* is

goods and *services*	*delivery date*
. . . . .	. . . . .

~~**If Option Y(UK)1 is used**~~

- ~~The *project bank* is . . . . . .~~
- ~~*named suppliers* are . . . . . .~~

C 1.3 FORMS OF SECURITIES

PART 2:

PRICING DATA

NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C2.1	Pricing Instructions	2
C2.2	Pricing Schedule	270
C2.3	Pricing Assumptions: Supply Contract	1
C2.4	First forecast of Total Defined Cost-plus Fee	1
	Total number of pages	274

C2.1 PRICING INSTRUCTIONS

1. The Pricing Schedule is provided as a guide to Tenderers to price this Supply Contract (NEC3 SC Supply Contract) to determine the first Forecast of the Total Defined Cost plus Fee and to use when subcontracting to ensure price certainty. The Tenderers must determine or ensure that the Pricing Schedule is complete and provide for all items to be priced for this contract. If an item is not separately priced then it will be accepted that its price element is included in the other items for that part of the works. The Pricing Schedules have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
    a) ~~Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.~~
    b) ~~Electrical work has been drawn up in accordance with the provisions of the Model Pricing Schedule for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).~~
    c) ~~**All Rates MUST exclude ALL PROFITS which must be covered in the Direct and Indirect Fees as per contract data.**~~
    d) Where included in the Pricing Schedule, detailed pricing must be done for Health and Safety and broken down into pricing elements by the tenderer for all items that will be required in respect of training, equipment, signage and whatever the tenderer deems necessary. ~~**Any tender only reflecting a lump sum for Health and Safety will be disqualified.**~~

2. The agreement is based on the NEC3 SC Supply Contract. The additions, deletions and alterations to the NEC3 SC Supply Contract as well as the contract specific variables are as stated in the Contract Data and Z-Clauses. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published as provided for in the amended X2 before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The drawings listed in the Scope of Works used for the setting up of these Pricing Schedules are kept by the Project Manager or Supervisor and can be viewed at any time during office hours up until the completion of the works but any omissions in the Pricing Schedule will not be a compensation event.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

C2.2 PRICING SCHEDULE

Use this page as a cover page to the *Supplier*'s *Pricing Schedule as used in support of arriving at the first Forecast of the Total of the Defined Cost, which must be submitted as supporting documentation with any other pricing documents the Tenderers used to arrive at the first Forecast of the Total Defined Cost plus Fee. The Pricing Schedule will also be used going forward to inform future forecasts and shall be used to price subcontracts.*

1) Tenderers are to ensure that adequate provision for the health and safety measures that have been made and provided as required by the Department of Labour.

2) The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.

3) Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This will be used to support verification of pricing errors.

4) Delivery location will be within the identified District. Transportation costs will then cover location anywhere within the identified District.

5) If it is possible to do a first forecast at award stage, this could be included here. The purpose of this would be to provide a budget for the Employer's operational requirements.

6) After contract award, forecasts are provided at the intervals stated in the Contract Data.

7) The forecast would be broken down into the total of the prices for work which the Contractor is to do himself.

RFP 170/2026 - APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND OFFLOADING OF VARIOUS CONSTRUCTION MATERIALS AND ASSOCIATED ITEMS, ON AN AS -AND - WHEN REQUIRED BASIS, FOR THE CONSTRUCTION OF TZANEEN DAM FOR A PERIOD OF TWELVE (12) MONTHS

Item No	Description	Unit	QTY	Rate	Amount
1	**CONCRETE MATERIALS:**				
	READY MIX CONCRETE:				
1.1	Supply, delivery and offloading of Ready-Mix Concrete Grade 30/19 including batching, transport and discharge(As per the approved Concrete Mix Designs)	m^3	5000		
	BULK CEMENT:				
1.2	Supply, delivery and offloading of Bulk Cement Afrimat buildcrete CEM IV/B-V 42.5 N delivered by tanker into batching plant silos	ton	3600		

	CEMENT IN BAGS:				
1.3	Supply, delivery and offloading of Cement in 50 kg bags (Afrimat buildcrete CEM IV/B-V) 42.5N	Bag	20000		
	NON-SHRINK CEMENTITIOUS GROUT				
1.4	Supply, delivery and offloading of Non-Shrink Cementitious Grout in 25 kg bags	Bag	2000		
2	**TOE ROAD MATERIAL**				
2.1	Supply, delivery and offloading of Pre-cast Figure 10 Kerbs (1m long)	No	2000		
2.2	Supply, delivery and offloading of G5 Gravel materials	tons	4900		
2.3	Supply, delivery and offloading of G7 Gravel materials	tons	4900		
2.4	Supply, delivery and offloading of Filter Drain Material	tons	12000		
3	**CRUSHER RUN**				
3.1	The Supply of Rip - Rap Material (size: 60 -100mm)	Tons	9,000		
4	**SUPPLY, CUT, BEND OF REINFORCEMENT BARS**				
4.1	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 8 mm (Y)	ton	32.00		
4.2	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 10 mm (Y)	ton	5.00		
4.3	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 12 mm (Y)	ton	10.00		
4.4	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 16 mm (Y)	ton	50.00		
4.5	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 20 mm (Y)	ton	50.00		

4.6	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 25 mm (Y)	ton	150.00		
4.7	Supply, cut, bend, deliver and offloading High Tensile Deformed Bars 32 mm (Y)	ton	250.00		
4.8	Supply, cut, bend, deliver and offloading Mild Steel Bars 12 mm (R)	ton	2.00		
4.9	Supply, cut, bend, deliver and offloading Mild Steel Bars 16 mm (R)	ton	2.00		
4.10	Supply, cut, bend, deliver and offloading Mild Steel Bars 20 mm (R)	ton	1.60		

Total Amount (Excl VAT)	
Contingencies (5%)	
Total Amount (Incl Contingencies)	
Plus: VAT (15%)	
Total Amount (Incl VAT). To be Carried to Form of Offer	

C2.3 PRICING ASSUMPTIONS: SUPPLY CONTRACT

How work is priced and assessed for payment

Clause 11 in NEC3 Supply Contract states:

Identified and defined terms	11 11.2	Defined Cost 52 52.1 All the Supplier's costs which are not included in the Defined Cost are treated as included in the percentage for overheads and profit. Defined Cost includes only amounts calculated at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. The Price Schedule 53 53.1 Information in the Price Schedule is not Goods Information. • payment to the Purchaser as a result of the Sub-Contractor failing to meet a key date, • the correction of Defects after Completion, • payment to Others,

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.1 to C2.3 and warrant that the documents submitted are true and accurate.

_____ _____

(Signature) (Date)

~~C2.4 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 3: PURCHASERS GOOD INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	Project Specifications	11
C3.2	Particular Specifications	1
	Total number of pages	13

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 to supply and deliver various construction materials and associated items, on an as -and - when required basis, for the construction of Tzaneen Dam for a period of twelve (12) months.

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. Details of the Works and Project Specifications

The Contractor/service provider will be required to perform the following, supply, delivery and offloading of ready-mix concrete, bulk cement, cement bags, non-shrink cementitious grout, pre-cast kerbs, gravel materials, crusher-run and reinforcement bars, as-and-when required for the construction of the Tzaneen dam wall raising project., as per specification set.
Below are services to be executed;

- Supply, delivery and offloading of Ready-Mix Concrete
- Supply, delivery and offloading of Bulk Cement
- Supply, delivery and offloading of Cement Bags
- Supply, delivery and offloading of crusher-run
- Supply, delivery and offloading of reinforcement bars
- Supply, delivery and offloading of pre-cast kerbs
- Supply, delivery and offloading of Non-Shrink Cementitious Grout

The Tzaneen Dam Raising Project includes and not limited to the following works below:

- Construction of a reinforced concrete labyrinth spillway raising the crest by 3 m
- Raising of NOC tongue wall sections
- Modification of the inlet works control house to accommodate an additional 3 m water depth
- Raising of the embankment by approximately 2.4 m
- Revision of the energy dissipation structures to form an impact slab suitable for the labyrinth spillway discharge pattern.

Note: All works to be done by appointed service provider shall be executed without interfering with the day-to-day operations of the dam construction especially activities mentioned above.

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 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 of the Groot Letaba River. This route also starts from the R71 on an Deerpark 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.

PSG 3. GENERAL TECHNICAL REQUIREMENTS

PS 3.1 Applicable Standards

All materials supplied under this contract shall comply with the latest applicable editions of the following, where relevant:

- SANS 50197 — Cement: Composition, Specifications and Conformity Criteria
- SANS 50197-1:2013 — Cement: Composition, Specifications and Conformity Criteria
- SANS 50450-1:2014 — Fly Ash for Concrete
- SANS 1083 — Aggregates for Concrete
- SANS 1200 G — Structural Concrete
- SANS 2001-CC1 — Structural Concrete Works
- ASTM C494 Type G — High-range water-reducing retarding admixtures

PS 3.2 Quality Control

The Supplier shall implement a quality control system to ensure that all materials supplied comply with the specified standards and project requirements.
The Engineer reserves the right to carry out independent testing to verify compliance.

PS 3.3 Defective Materials

Any material that is defective, contaminated, out of specification, or otherwise non-conforming shall be rejected and removed from site and replaced at the Supplier's expense.

SPG 5.5. READY-MIX CONCRETE

General

Ready-mix concrete shall comply with the Tzaneen Dam Raising Project Specification (PSG 5.5 – Concrete), SANS 878 and the provided Approved Concrete Mix Design.
All batching shall be carried out at the supplier's batching plant and delivered to the Tzaneen Dam Raising Project site

PS 4.2 Mixing Water and Admixtures

- Chloride content of mixing water shall not exceed 500 mg/ℓ in accordance with SABS Method 202.
- Chemical admixtures shall comply with ASTM C494 **Type G**.
- Or Chemical admixtures shall comply with ASTM C494 a combination of **(Type F + Type B)** or a combination of **(Type F + Type D)**

PS 4.3 Concrete Mix Design

Minimum compressive strength at 28 days for Concrete Grade 30/19 shall be: **30 MPa, Initial Setting Time Min 6hrs, Slump 180,**
Concrete shall be produced using approved mix designs. The successful will be required to perform a concrete mix design as per SANS 1200G for the Engineer's approval.

The mix design shall consider:

- Distance between batching plant and site
- Delivery time
- Required workability
- Temperature conditions during placement

For watertight concrete structures:

- Maximum water/cement ratio: 0.48
- Minimum cementitious content: 250 kg/m³
- Maximum cement content:
  - 450 kg/m³ when fly ash is used
  - 400 kg/m³ for Portland cement mixes
- A minimum of 30% fly ash shall be incorporated in the mix
- Water limitation per cube 180L/m³

PS 4.4 Aggregates

- Coarse aggregate: 19 mm nominal size: SANS 1083 compliant
- Fine aggregate: SANS 1083 compliant

Note: Fine aggregates required for the concrete are river sand and crusher sand

PS 4.5 Delivery Requirements

- The Department of Water and Sanitation Construction North will place a request for delivery 3 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.
- DWS Construction North may require ready-mix concrete to be delivered outside normal working hours due to the quantities required and weather conditions.
- The successful bidder will be notified when delivery of the read-mix concrete is required outside normal working hours.

Concrete shall be delivered:

- In a plastic workable state
- Without requiring further treatment

Slump limits:

- Minimum slump: 160 mm
- Maximum slump: 180 mm

PS 4.6 Temperature and Placement

Concrete temperature at delivery shall be:

- Minimum: 5°C
- Maximum: 30°C

Concrete shall not be delivered when ambient temperature is below 5°C.
Concrete shall be placed within 1 hour after discharge from the mixer.

PS 4.7 Acceptance Criteria

Concrete will be accepted based on compliance with:

- Approved mix design from the Engineer
- Aggregate test reports
- Cement test certificates
- Concrete cube strength test results
- Slump test

Additional requirements

- Equipment Calibration -The successful bidder shall furnish valid calibration certificates for all equipment used in mass determination from accredited institute at intervals not exceeding twelve months.
- Concrete aggregates stockpile – The successful bidder must ensure that aggregates remain uncontaminated and maintain throughout the concrete production process.
- Only mix design approved by the Engineer to be used.
- The Successful bidder or supplier will be provided with the Approved Concrete Mix designs, and they should refer to which Admixture is required

- The supplier may be requested to adjust concrete mix designs from time to time depending on the weather conditions on site with engineer approval.
- Maximum aggregate size allowable is strictly 19mm for structural concrete.
- Any additional documents / test results that may have an influence on the characteristics / strength / workability of concrete might be requested during the contract period.
- Should any problem be reported to the supplier concerning the concrete during placement, action is expected immediately
- Any rejected concrete will be replaced at the supplier's expense
- Ready mix concrete will be requested as per demand.

PS 5. BULK CEMENT – AFRIMAT BUILDCRETE CEM IV/B-V 42.5 N

PS 5.1 Description

Bulk cement shall consist of Pozollanic cement, CEM IV/B-V 42.5 N, incorporating pulverized fuel ash as a main constituent.

The cement shall be suitable for structural concrete works, including mass concrete, reinforced concrete, and water-retaining structures such as dams, spillways, and hydraulic structures.

The cement shall be supplied in bulk form and delivered by tanker trucks into the batching plant silos at the Tzaneen Dam Raising Project site.

PS 5.2 Classification

The cement shall be classified as:

Afrimat Buildcrete CEM IV/B-V 42.5 N

PS 5.3 Delivery Requirements

Bulk cement shall be delivered using approved bulk tanker trucks.

Each delivery shall include:

- The Department of Water and Sanitation Construction North will place a request for delivery 7 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.
- Delivery note
- Manufacturer's Mill Test Certificate
- Batch identification number

- Date of manufacture
- SANS compliance certification

The cement shall be discharged directly into sealed storage silos at the batching ` plant.

PS 5.6 Age of Cement

Bulk cement delivered to site shall not exceed 30 days from date of manufacture, unless otherwise approved by the Engineer.

PS 5.8 Acceptance Criteria

Cement delivered to site shall be accepted only when:

- It complies with SANS 50197-1
- Proper certification accompanies the delivery
- The cement is free from contamination or moisture
- Delivery temperature is within acceptable limits

Any cement that fails to comply with the specification shall be rejected and removed from site at the Supplier's expense.

PSG 6. CEMENT IN BAGS

PS 6.1 General

Cement in bags shall comply with the relevant cement specification required for the project and shall be suitable for the intended concrete works.

PS 6.2 Delivery Requirements

- The Department of Water and Sanitation Construction North will place a request for delivery 7 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.
- Cement shall be palletized and shrink wrapped and delivered in 50 kg bags.
- Cement delivered to site shall be accompanied by a certificate stating the alkali content and date of manufacture.

PS 6.3 Age of Cement

Cement in bags shall not exceed 30 days from date of manufacture at delivery.

PS 6.4 Source

Only locally manufactured cement from approved sources will be accepted.

PS 7. NON-SHRINK CEMENTITIOUS GROUT

PS 7.1 Description

The grout shall be a high-performance, non-shrink cementitious grout supplied as a ready-to-use dry powder requiring only the addition of clean water.

The product shall be suitable for precision grouting and structural applications where high strength, controlled expansion, and excellent flowability are required.

PS 7.2 Composition

The grout shall consist of:

- Portland cement
- Selected graded aggregates
- Shrinkage-compensating additives
- Special performance admixtures

PS 7.3 Applications

The grout shall be suitable for:

- Grouting of base plates and column bases
- Anchor bolt grouting
- Machine foundations
- Bridge bearing plates
- Grouting beneath precast concrete elements
- Filling voids, cavities, and recesses in concrete
- Structural repairs and strengthening works
- Civil infrastructure works including dam and hydraulic structures

PS 7.4 Physical Properties

Property	Typical Value
Colour	Grey powder
Fresh mortar density	approx. 2.2 – 2.3 kg/L
Maximum aggregate size	approx. 2 – 3 mm
Yield	approx. 12 – 13 L per 25 kg bag

PS 7.5 Mechanical Properties

Age	Compressive Strength
1 Day	approx. 25 – 31 MPa
7 Days	approx. 45 – 80 MPa
28 Days	approx. 70 – 95 MPa

Actual strength values may vary depending on mixing water and curing conditions.

PS 7.6 Temperature Limitations

Parameter	Limit
Ambient temperature	+5°C to +35°C
Substrate temperature	+5°C to +30°C

Working time (pot life): approximately 40 – 45 minutes at 20 – 24°C.

Minimum curing period:**3 – 7 days**

PS 7.7 Packaging

The grout shall be supplied in 25 kg moisture-resistant bags.

Grout bags bags shall not exceed 30 days from date of manufacture at delivery.

PS 7.8 Quality Control Requirements

Each delivery shall include:

- Batch number
- Date of manufacture
- Manufacturer's quality certificate

Delivery requirement

- The Department of Water and Sanitation Construction North will place a request for delivery 7 days prior.

- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.

Note: Material older than 30 days from manufacture may be rejected by the Engineer.

PS 7.9 Measurement and Payment

Measurement shall be based on:

- Number of 25 kg bags delivered, or
- Mass of grout supplied in tons or kilograms

The rate shall include:

- Supply of grout material
- Packaging
- Transport to site
- Loading and off-loading

PS 8. PROGRAMME AND QUANTITIES

PS 8.1 Ready-Mix Concrete

- Work shall commence upon issue of an official purchase order.
- Supply duration: 12 months
- Estimated total quantity: 3 000 m³
- Minimum supply rate:
  - 400 m³ per month
  - 100 m³ per week

Note: The Department reserves the right to increase or decrease quantities as required.

PS 8.2 Bulk Cement

Estimated requirements:

- 30 tons per week
- Up to 200 tons per month

Actual requirements will be communicated daily based on site demand.

Bulk cement will be stored in 200-ton silos at the project batching plant.

PS 8.3 Cement in Bags

Quantities shall be supplied as ordered by the Employer in accordance with the construction programme.

PS 8.4 Grout

Quantities shall be supplied as ordered by the Employer in accordance with the construction programme.

1.3.1.1 SUPPLY, CUT, BEND AND DELIVERY OF REINFORCEMENT BARS FOR A PERIOD OF 12 MONTHS AS OF WHEN REQUIRED FOR THE CONSTRUCTION OF TZANEEN DAM PROJECT

1.3.1.1.1 Description

Supply, cut, bend and delivery of steel reinforcement bars for a period than can be up 12 months as of when required for the construction of Tzaneen dam wall raising project in the Limpopo Province.

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 of the Groot Letaba River. This route also starts from the R71 on an Deerpark 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.

1.3.1.1 3. Service Required

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

- Supply, cut, bend and delivery of steel reinforcement bars for a period that can be up to 12 months as and when required for the construction of Tzaneen dam wall raising project in the Limpopo Province.
- 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 Details of the Works

The Contractor will be required to perform the following Supply, cut, bend and delivery of steel reinforcement bars. The period can be up to 12 months as and when required for the construction of Tzaneen dam wall raising project in the Limpopo Province, as per specification

PS 2. STANDARD SPECIFICATIONS

All reinforcement bars shall comply with the following applicable standards.

PS 2.1 High Tensile Deformed Steel Bars

The supply of high tensile deformed steel bars shall comply with SANS 920:2011 (or latest edition) for high tensile deformed steel bars with a minimum yield strength of 450 MPa, denoted by the letter "Y".
Deformed bars shall be supplied in the following diameters:

- 8 mm
- 10 mm
- 12 mm
- 16 mm
- 20 mm
- 25 mm
- 32 mm
- 40 mm

PS 2.2 Mild Steel Bars

The supply of mild steel bars shall comply with SANS 920:2011 (or latest edition) for mild steel reinforcement bars with a minimum yield strength of 250 MPa, denoted by the letter "R".

Smooth bars shall be supplied in the following diameters:

- 8 mm
- 10 mm
- 12 mm
- 16 mm
- 20 mm

PS 2.3 Cutting and Bending of Steel Reinforcement

Cutting and bending of reinforcement bars shall comply with SANS 282 (latest edition) relating to bending shape codes for steel reinforcement used in concrete construction. All reinforcement shall be cut and bent accurately in accordance with the approved bending schedules and the relevant construction drawings.

PS 3. DELIVERY, HANDLING AND STORAGE OF REINFORCEMENT

PS 3.1 Delivery

Reinforcement bars shall be delivered to the Tzaneen Dam Raising Project site or any other designated storage area as directed by the Employer or the Engineer.

All deliveries shall be accompanied by:

- Delivery notes indicating bar diameter, quantity, length, and batch number
- Relevant mill certificates and quality documentation
- Identification of the supplier and manufacturing source
  The reinforcement shall be bundled, tagged, and clearly marked to allow easy identification and traceability.

Delivery requirement

- The Department of Water and Sanitation Construction North will place a request for delivery 14 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.

PS 3.2 Handling

All reinforcement shall be handled in a manner that prevents bending damage, contamination, or deterioration.

During loading, unloading, and transportation:

- Suitable lifting equipment shall be used to prevent distortion of bars
- Bars shall not be dropped directly onto hard surfaces
- Care shall be taken to prevent damage to galvanized coatings (where applicable)

Any reinforcement that becomes damaged, excessively bent, contaminated, or corroded during handling shall be rejected or replaced at the supplier's cost.

PS 3.3 Storage

Reinforcement shall be stored at designated storage areas on site in a manner that prevents:

- Excessive corrosion
- Contamination by soil, oil, grease, or other foreign materials
- Physical damage or deformation

Reinforcement shall be:

- Stacked off the ground on timber supports or suitable racks
- Stored according to bar size and grade for ease of identification
- Protected from moisture, mud, and debris

Note: Where reinforcement is galvanized, special care shall be taken to avoid damage to the protective coating.

PS 4. MILL TEST CERTIFICATES AND QUALITY CONTROL

PS 4.1 Mill Test Certificates

All supplied reinforcement bars shall be accompanied by Mill Test Certificates (MTCs) issued by the manufacturer confirming compliance with the applicable SANS standards.

The Mill Test Certificates shall include:

- Manufacturer's name and identification
- Heat number / batch number
- Chemical composition of the steel
- Mechanical properties including yield strength, tensile strength, and elongation.
- Bar diameter and grade designation
- Compliance with SANS 920 or other applicable standards

Note: Reinforcement shall not be incorporated into the works until submission and approval of the relevant mill certificates by the Engineer or Employer's Representative.

PS 4.2 Inspection and Verification

The Engineer or Employer's Representative reserves the right to inspect all reinforcement delivered to site.

Verification checks may include:

- Confirmation of bar diameters and quantities
- Verification of bar markings and grade identification
- Review of mill certificates and supplier documentation

Any reinforcement found not to comply with the specified standards shall be rejected and removed from site at the supplier's cost.

PS 4.3 Quality Control

The supplier shall ensure that all reinforcement supplied meets the requirements of the specified SANS standards and project specifications.

Where required by the Engineer, additional independent laboratory testing may be carried out to verify:

- Yield strength

- Tensile strength
- Ductility and elongation
- Chemical composition

Any reinforcement failing to meet the required standards shall be rejected and replaced at no additional cost to the Employer.

PS 5. MEASUREMENT AND PAYMENT

PS 5.1 Measurement

Measurement of reinforcement supplied, cut, bent, and delivered shall be based on the mass of reinforcement in kilograms (kg) or tonnes (t) as reflected in the approved bending schedules and delivery documentation.

The quantities measured shall include:

- Supply of reinforcement bars
- Cutting and bending in accordance with approved bending schedules
- Delivery to the designated site storage area

No additional measurement shall be made for laps, hooks, bends, or wastage, as these shall be deemed to be included in the tendered rates.

PS 5.2 Payment

Payment shall be made at the tendered rates per kilogram or tonne of reinforcement supplied, cut, bent, and delivered to the project site.

The tendered rates shall include full compensation for:

- Supply of reinforcement steel
- Cutting and bending of reinforcement
- Packaging, loading, and transportation
- Delivery to the project site
- Handling and offloading

All labour, plant, materials, and equipment required for the complete supply of reinforcement

Payment shall only be affective upon:

- Submission of valid invoices
- Verification of quantities delivered
- Approval of mill test certificates and quality documentation by the Engineer or Employer's Representative.

1.3.1.1 SUPPLY AND DELIVERY OF CRUSHER-RUN MATERIALS

1.3.1.1.1 Description

The Supply and Delivery of Crusher-run materials for the Construction of Tzaneen 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 of the Groot Letaba River. This route also starts from the R71 on an Deerpark 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.

1.3.1.1 3. Service Required

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

- Supply and Delivery of Crusher-run materials.
- 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.

Delivery requirement

- The Department of Water and Sanitation Construction North will place a request for delivery 14 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.

1.3.1.1.4 Details of the Works

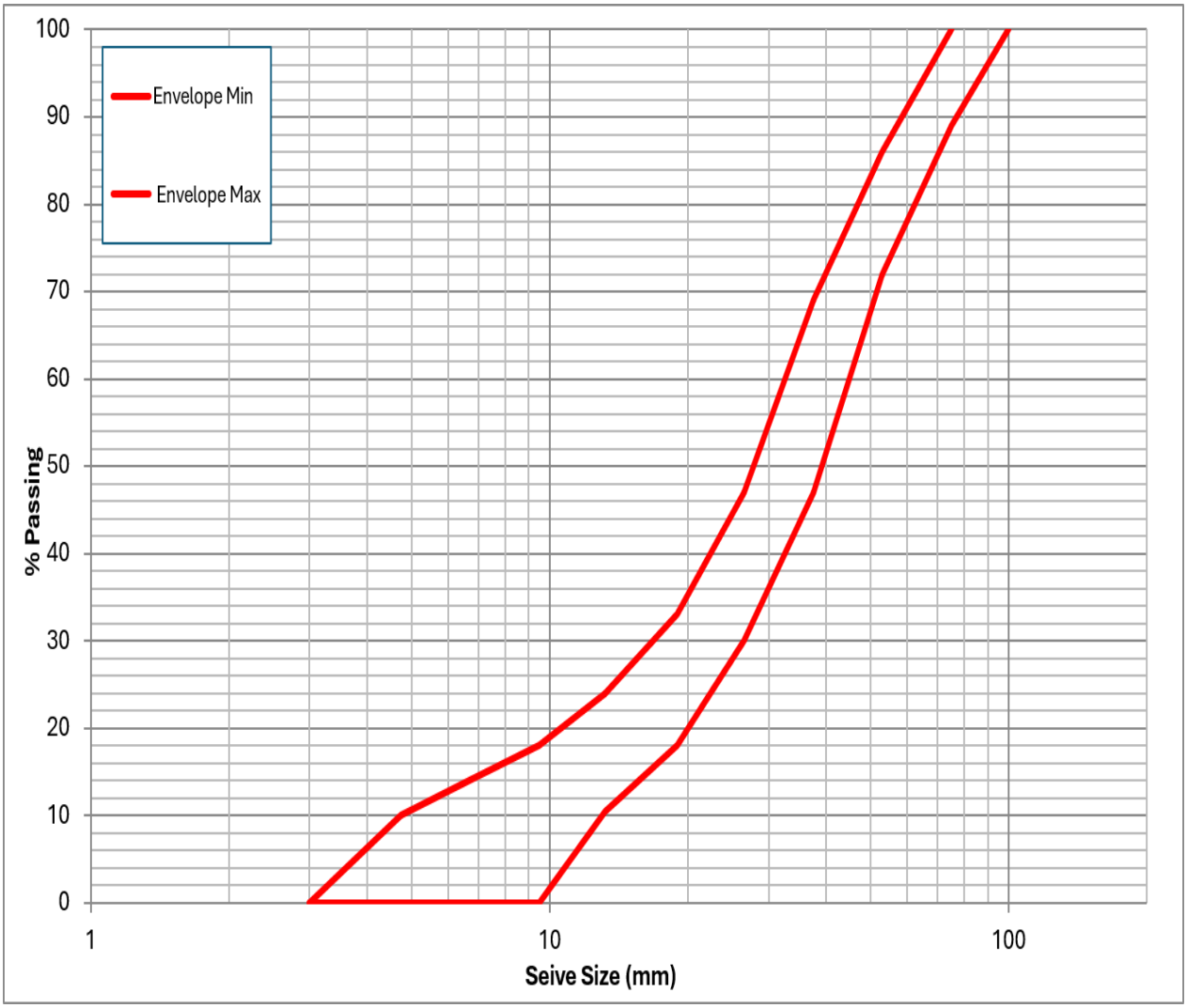
The Contractor will be required to perform the following Supply and Delivery of Rip rap materials, as per specification

All stone for the Crusher run Materials shall be of rock of a granitic type approved by the Engineer and shall be selected from Quarry. The material shall be excavation run processed only to remove excess fines or to remove or degrade oversize particles and shall meet the following requirements:

- The stone shall be clean, hard, dense, durable quarried rock that is free from weathering, cracks, seams and other defects that will cause rapid or excessive deterioration or degradation during service.
- Conform to the grading envelopes indicated on **Table 1** Below.
- Contain no more than 5% by mass in total of impurities (undesirable material) such as individual pieces of riprap which do not meet the quality requirements as specified and which can be visually differentiated from satisfactory pieces,
  plus, dirt, sand, clay, rock fines and material of low density.
- The specific gravity of the individual particles shall be greater than 2,65.

Grading

GRADING ENVELOPE OF CRUSHER- RUN



Envelope Min		Envelope Max	
Size	Min	Size	Max
100	100	100	
75	89	75	100
53	72	53	86
37.5	47	37.5	69
26.5	30	26.5	47
19	18	19	33
13.2	10.5	13.2	24
9.5	0	9.5	18
6.7	0	6.7	14
4.75	0	4.75	10
3	0	3	0

1.3.1.1 SUPPLY AND DELIVERY OF TOE ROAD MATERIALS FOR THE RAISING OF TZANEEN DAM WALL PROJECT.

1.3.1.1.1 Description

Supply and delivery of Toe Road Material for the raising of Tzaneen dam wall project.

Pre-cast Fig10 Kerbs
G5-Gravel Material
G7 – Gravel Material
Filter Drain Material

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 of the Groot Letaba River. This route also starts from the R71 on an Deerpark 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.

1.3.1.1 3. Service Required

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

- 1m long Pre-cast Fig10 Kerbs (SABS Approved)

- G5-Gravel Material
- G7 – Gravel Material
- Filter Drain Material
- Supplier shall provide in their bid for all materials as per bill of quantities,
  In their Rate the bidder must include Supply, delivery and offloading cost necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents and project specification.

Delivery requirement

- The Department of Water and Sanitation Construction North will place a request for delivery 14 days prior.
- The request will include the required quantities, delivery location, delivery date and delivery time.
- The successful bidder must familiarise themselves with the project site conditions before commencing deliveries.

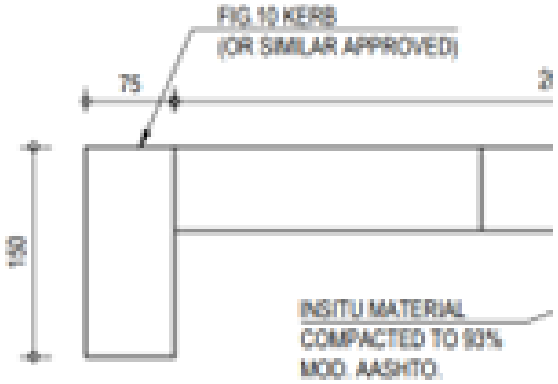
1.3.1.1.4 Details of the Works

The Contractor will be required to supply and deliver of Toe Road Materials. (Refer to BOQ)

1) Supply and Delivery of 1m long Fig 10 Kerbs

• SANS 1200 MK – KERBING

FIG.10 KERB AS PER PICTURE BELOW.



LENGTH OF PRECAST KERB SECTIONS FOR VARYING RADII	
RADIUS	MAX KERB LENGTH
0-1m	CAST INSITU

2) G5 Gravel Materials

•Description of materials
Natural gravel, or natural gravel & boulders which may need crushing or crushed rock.

•Additional fines
May contain approved natural fines not obtained from parent rock.

•Nominal maximum size
Uncrushed 63mm: crushed 53mm.

•Fractured faces
Alluvial & colluvial material shall be crushed so that at least 50% by mass of the fractions retained on 4.75mm shall have at least on fractured face.

•Grading
The percentage by mass passing the 2.00mm sieve shall not be less than 20% nor more than 70%.

•Grading modulus
2.5 ≥ GM ≥ 1.5

•Atterberg limits (-0.425 Fraction)
a) All materials except calcrete LL shall not exceed 30 PI shall not exceed 10 LS shall not exceed 5%
b) Calcrete LL ≤ 30 PI ≤ 15 LS ≤ 6 (% passing 0.425mm sieve) LS ≤ 320.

•Durability
Mudrock shall have a wet 10% FACT value of not less than 90 kN, and a wet/dry Venter test class of I or II.

•Soluble salts
The material shall comply with the requirements in clause 3602 (COLTO).

•Strength (CBR)
CBR at 95% of modified AASHTO density shall not be less than 45%.
•Swell (maximum)
Swell at 100% modified AASHTO density shall not exceed 0.5%.

•All specifications must comply with latest COLTO specification.

3) G7 Material

•Description of materials
Natural gravel, or natural gravel & boulders which may need crushing or crushed rock.

•Additional fines
May contain approved natural fines not obtained from parent rock.

•Nominal maximum size
Crushed 100mm.

•Grading Modulus (GM)
0,75 – 2.7

•Soil Constants on the P0.425 Fraction (=% passing the 0,425mm sieve)
All materials except calcrete
PI ≤ (3XGM) + 10

Calcrete
PI ≤ 20

•Soluble salts, Acids and Sulfates
The total soluble salt, acid and sulphate contents of the natural or untreated material in the road pavement layers (crushed stone or gravel) shall comply with the requirements in **Table A4.1.5-18** COLTO Specifications

•Strength (CBR at % of MDD)
CBR ≥ 15% at 93%

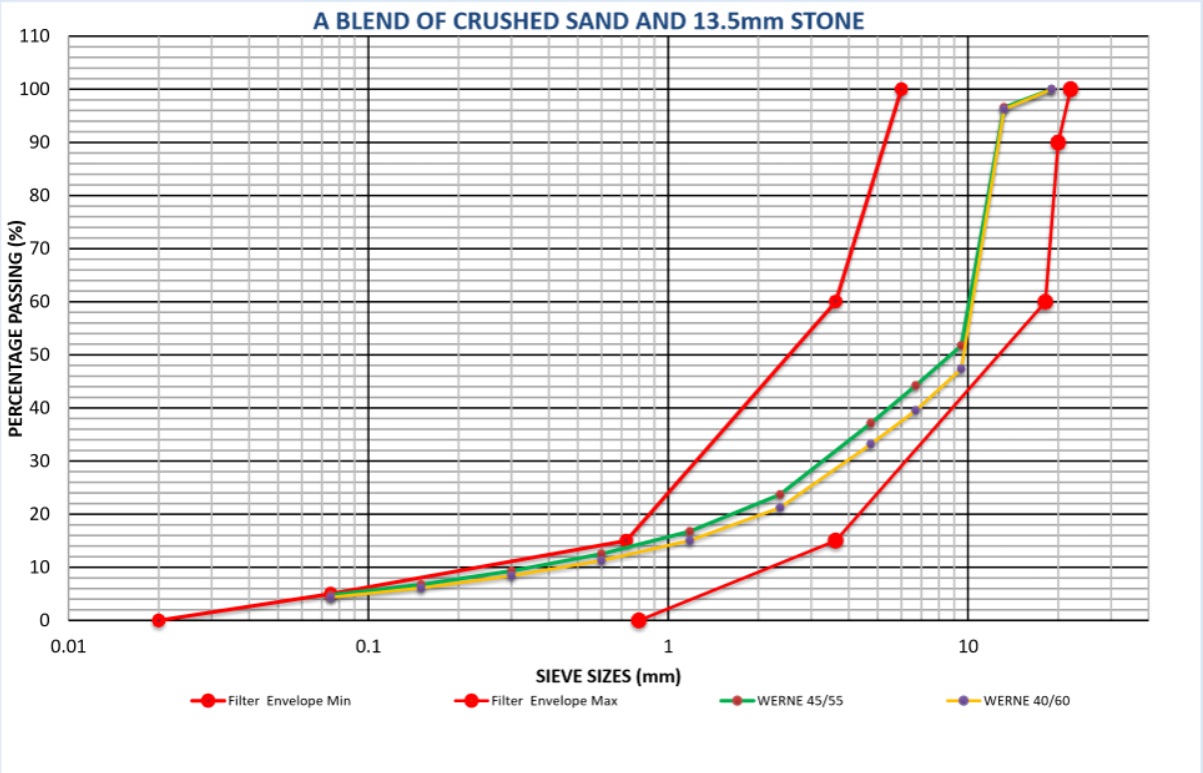
•Swell at 100% of MDD
Swell ≤ 1,5%

•All specifications must comply with latest COLTO specification.

4) Filter Drain Material

•Grading

The Filter Drain Material must fit in the below Grading Filter Envelope Min and Filter Envelope Max



Kumalo S Lesley
DDTS: Civil Materials Laboratories / RPO
Department of Water and Sanitation
Construction North
Private Bag X 4926 Tzaneen 0850

"THE TRUTH IS IN NATURE - QA/QC - DO IT RIGHT THE FIRST TIME"

•Nominal maximum size
13.2mm must comply with SANS 1083

•Material Compliance
All material must comply with SANS 1083

1.3.1.1.5 Construction Management Requirement.

1). **Quality Assurance (QA)**

- 100kg Sample G5 Gravel must be provided before delivery of materials. Materials will also be tested during deliveries for the awarded supplier.

- Sample of a Fig 10 kerbs must be provided before commencement of delivery by the awarded supplier.
- All the deliveries for rip rap materials and toe road materials to accompanied by weigh bridge receipt.
- A valid weigh bridge calibration certificate shall be submitted prior to the commencement of any delivery.

~~**1.3.1.1.1. On-Site Training Services**~~

- ~~Training of project personnel responsible for assembling formwork at construction site forms part of conditions for this tender.~~
- ~~The training shall include but not limited to product identification, safe use as well as assembling and dismantling of the Formwork types which will be forming part of this tender.~~
- ~~Training service to be offered shall be accredited training, aligned with SAQA Unit Standards to be conducted by professional Facilitators, Assessors & Moderators.~~
- ~~Training will be conducted prior to commencement of installing Formwork, accesses platform, work platforms and walkways platforms~~

~~**1.3.1.1.2. On-Site Coordinating Services**~~

~~This tender shall require a Formwork Technician to assist with Formwork installation processes to DWS:CN Employees (Technicians, Artisans Supervisors and Labourers) to ensures that designs for certain areas are prepared timeously and in constant conjunction with the Contractor. The formwork technician shall be responsible for verifying all items to be delivered of formwork system.~~

~~**1.3.1.1.3. SERVICE REQUIRED**~~

- ~~Designs and drawings of Formworks and Platforms (Accesses, Walking and Working) for Spillway, tongue walls, Intake tower (Hoist room) and spillway side walls.~~
- ~~Manufacture, Supply and Delivery of Formworks and Platforms (Accesses, Walking and Working) for Spillway, tongue walls, Intake tower (Hoist room) and spillway side walls.~~
- ~~Onsite training services of Formwork handling, installing and dismantling to DWS Construction north employees.~~
- ~~Onsite coordination services~~

~~It is a requirement that the Formwork should be so designed and constructed for concrete to be properly placed and compacted to the required shapes, finishes, positions, levels and dimensions as shown on the Drawings. The Formwork and joints shall be capable of resisting the dead load, including~~

~~the pressure exerted by the wet concrete, wind forces and all other superimposed loads and forces. The quality of the Formwork should be such that the finished surface shown on the drawings is consistently produced.~~

~~1.3.1.1.4. Documents to be submitted~~

~~The following documents must be submitted with the tender/bid:~~

- ~~A drawing for each type of Formwork systems with full details and design.~~
- ~~Technical drawings for each type of formwork system designs shall be required in printed hard copies and laminated on A3 paper sizes x 5 copies, A1 paper sizes x 5 copies and A0 paper sizes x 5 copies.~~
- ~~A table listing all the components of the Formwork systems and platforms.~~
- ~~Clear indication of what are the standard items; special items and what must be supplied by the bidder.~~
- ~~A tenderer shall be required to submit a delivery period (long lead schedule) for each type/section of formwork systems which include manufacturing and delivery durations which shall be applicable after award and appointment date of this bid.~~

~~1.3.1.1.5. ACCEPTANCE CRITERIA & CONDITIONS OF TENDER~~

- ~~All items will only be acceptable if the design calculations(s) and drawing(s) are signed and approved by the Formwork Designer (Professional Engineer/ Technologist / Technician), submitted and accepted by the Project Engineer prior to delivery of Formwork to site.~~
- ~~The approved design calculation and drawings will be made available to DWS Construction prior to delivery of Formwork system and platforms.~~
- ~~The sections of Formwork or panel(s) of Formwork to be assembled will be lifted using a crane, the weight of any Formwork that requires lifting must not be heavier than the maximum weight of two (2) tons.~~
- ~~The Tenderer must have successfully completed in the last 8 years, a minimum of four (4) Formwork system contracts with a value greater than R 8 million (as a designer, manufacturer and supplier). As per the contractual requirement, the tender shall be the designer, manufacturer and supplier of all items under this bid. The tenderer is prohibited from outsourcing and/or subcontracting any services of the designing, manufacturing and supplying of Formwork systems to the third-party under this bid. Exceptions will be made for local empowerment (Local SMMEs), where the bidder shall further be required to allocate a portion of not more than the value of 30% of identified items to local SMMEs where the project is being implemented.~~
- ~~The tender must submit the following documents from a minimum of four (4) completed contracts.~~

1. Letter of appointment/Purchase Order on the client's letterhead (for appointment letter), showing the appointment date and contract value; and
2. Letter on client letterhead confirming successful completion of the contracts/delivery, or similar.

1.3.1.1.6. Project Location

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
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 of the Groot Letaba River. This route also starts from the R71 on an unnamed surface 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.

1.3.1.1.7. STANDARD SPECIFICATIONS

The applicable standard specifications are:

- SANS 2001-CC1: 2007 Edition 1: Construction Works Part CC1: Concrete works (Structural).Section 4.3 FORMWORK.
- SABS 085: Code of Practice entitled "The Design, Assembling, Use and Inspection of Access Scaffolding";
- SABS EN 1808: Standard Specification entitled: "Safety requirements on suspended access equipment – Design calculations, stability criteria, construction tests";
- SABS 1903: Standard Front-end Specification entitled: "Safety requirements on suspended access equipment – Design calculations, stability criteria, construction tests".

ANY DEFECTED PRODUCT SHOULD BE REPLACED AT THE SUPPLIER'S EXPENSE.

1.3.2. Schedule (Programme)

The total contract period is **12 months**, which include Training, Onsite coordination services and the

~~delivery schedule of Materials in accordance with the timeframes specified in the schedule of quantities.~~

~~Delivery of Formwork will commence by placing an official order for a specific item on the Bill of Quantities as required.~~

~~Services~~

~~Before any work commences on site, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.~~

~~Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.~~

~~All known existing services and those services which require relocation and protection, are shown on the services plans. The Supplier's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed and the Employer will not be liable for any inaccurate information and compensation events with regard to inaccuracies will not be entertained. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services and have to verify the correctness of any information supplied. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation. Any damages caused by the Contractor or its subcontractors to such service infrastructure will be for the account of the Contractor and the Contractor hereby indemnifies the Employer against any claims or damages that the respective service owners may bring against the Employer. Any insurance that the Contractor put in place in this regard will cover the Employer as a co-insured.~~

~~In general, the Project Manager may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Project Manager such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.~~

~~Accommodation of Traffic~~

~~The Contractor is to liaise with the Provincial Department of Roads & Transport (for provincial roads) and the District Municipality Roads & Storm Water Department (for municipal roads) with regards to any temporary road closures as required during this contract.~~

~~Accommodation of traffic during construction shall be undertaken to the requirements and details provided by the Project Manager.~~

Coordination with Other Suppliers / Contractors

Other Supplier / Contractors, who are engaged in the construction of similar works, could be working within the sites of the Supplier / Contractor. The Supplier / Contractor will be required to provide all necessary assistance to them, and to liaise with them in respect of their programme in order to avoid any delays to either contract. Communication and coordination will be with DWS Construction north (Main Contractor on site), relevant person will be assigned on site.

~~**Temporary Works and Traffic Accommodation**~~

~~As the Works are to be implemented within a rural area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to locals.~~

~~**Setting Out of Works**~~

~~Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the supplier's responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Project Manager promptly so they can be corrected before any abortive expenditure is incurred.~~

1.4. Location of the works

The Works to be implemented are located in the area of jurisdiction of the various District Municipalities as provided.

1.5. Temporary works

As the Works are to be implemented within a build-up area, the Supplier / Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to locals. Accommodation of traffic when transporting the crane and any other related equipment, to and from site, must be handled by the successfully appointed Supplier / Contractor. Arrangement of required permits, approvals etc., must be done and remains the responsibility and accountability of the successfully appointed Supplier / Contractor.

The Supplier / Contractor is responsible for all temporary works designs, installations, operations etc.

1.6. Occupational Health And Safety

The Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, (latest edition)
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A - DBSA Occupational Health and Safety Baseline specification
- Annexure B - DBSA Baseline Risk Assessment
- Annexure C - Safety, Health, Environment and Quality Policies

1.6.1 Safe Offloading Requirements

- The service provider shall conduct risk assessments and ensure that safe offloading procedures are implemented and adhered to for all delivery and offloading activities.
- Ensure that operators, drivers and offloading personnel are competent, trained, and medically fit to perform the work.
- Use suitable lifting and handling equipment that is inspected, maintained, and operated by authorised personnel.
- Secure vehicles during offloading, and adhering to site traffic management requirements.
- Establish and maintain exclusion zones around the offloading area to prevent unauthorised access.
- Ensure loads are properly secured and stabilised before removing restraints to prevent shifting or falling materials
- Where cranes, forklifts, or other lifting equipment are used, ensure lifting operations are planned, supervised, and conducted in accordance with applicable legislative and site requirements.
- Ensure all personnel wear the required personal protective equipment (PPE), including safety footwear, hard hats, high-visibility clothing, gloves, and any additional PPE identified through the risk assessment.
- Immediately stop work and report any unsafe conditions, near misses, incidents, or damaged loads
- Comply with all site-specific SHEQ requirements, induction requirements, and instructions issued by the Client.
- No material offloading activity may commence until the area has been assessed as safe and the necessary controls have been implemented

2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

~~2.2. Scope of mandatory subcontract work~~

~~3.2.1 In terms of this tender and the contract to be awarded, Seventy 70% percent of the first Forecast of the Total of Defined Cost (Contract Price), excluding the *direct and indirect fee,* must be subcontracted by the management contractor. In accordance with the requirements of regulation 9 read with Regulation 12 of the Preferential Procurement Regulations 2017 issued in terms of the Preferential Procurement Policy Framework Act, Act 5 of 2000, (PPPFA) a minimum of thirty (30%) percent of the Contract Price to be subcontracted to the categories of potential subcontractors specified in the regulations and as set out in the PPPFA Prequalify and subcontracting Schedule referred to in Volume 2 of the Tender invitation for RFP016/2019~~

~~3.2.2 To the extent that the subcontracting of the categories referred to in 3.2.1 above is less than Seventy 70% of the Contract Price other categories may be subcontracted firstly on basis that ownership is at least fifty one percent (51%) Black Owned as defined for the BBBEE Act and lastly on an open basis on all categories, always provided that the subcontractors are Eastern Cape Province (ECP) based.~~

~~3.2.3 Further to the above subcontracting requirements the management Contractor shall engage subcontractors in the construction industry firstly with a CIDB GRADE 7GB registration and secondly with a grade 7 registration, all ECP based. The management Contractors hall ensure that part of the 70% allocated to the sub-contractors, minimum threshold of 30% of that works are allocated to the enterprises owned by black women and minimum threshold of 30% allocated to the enterprises owned by black youth. As part of the subcontracting a formal development plan to be included which would assist such subcontractors to apply for higher grading registration and strengthen the expertise and quality work delivery of such subcontractors.~~

~~3.2.4 In the instance where works is to be subcontracted, competitive tenders shall be invited in respect of each portion of works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.~~

~~3.2.5 Subject to core clause 26 read with Z15 of the NEC3 ECC Option F, the Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the~~

~~subcontracted portion of the works as if the work had not been subcontracted.~~

~~3.2.6 The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-Contractor registered with the necessary built environment councils and CIDB.~~

~~3.2.7 In the event that the Contractor has to replace a subcontractor for whatever reason the principles set out above shall apply to such replacement with all the conditions in respect of subcontracting.~~

~~3.2.8 In the event that the Contractors unable to replace a subcontractor by appointment or cession of the subcontract, the Contractor may approach the Employer submitting alternative plans to complete that part of the Works, indicating the impact on time and cost for this project. The Employer shall consider the submission and respond within 14 days, failing which it is deemed that the Employer does not approve the submission through this notice, and may request a revised proposal.~~

~~3.2.9 The full requirements for the Contract Participation Goal is set out in the Annexure CPG attached hereto and if any conflict in respect of the applicable conditions the CPG Annexure will prevail.~~

~~3. CONSTRUCTION~~

~~3.1. Applicable SANS 2001 standards for construction works~~

~~The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:~~

~~1) SANS 2001BE1~~

~~2) SANS 2001BS1~~

~~3) SANS 2001CC2~~

~~4) SANS 2001CG1~~

~~5) SANS 2001CM1~~

~~6) SANS 2001CS1~~

~~7) SANS 2001CT2~~

~~8) SANS 2001DP1~~

~~9) SANS 2001DP2~~

~~10) SANS 2001DP3~~

~~11) SANS 2001DP4~~

~~12) SANS 2001DP5~~

~~13) SANS 2001DP6~~

~~14) SANS 2001EM1~~

~~The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.~~

~~Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.~~

3.2. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

3.3. Certification by recognized bodies

Not Applicable

3.4. Plant and materials provided by the employer

Not Applicable

3.5. Services and facilities provided by the employer

Not Applicable

3.6. Plant and equipment

Not Applicable

4. Management

4.1. SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	The Contractor is responsible for providing shop drawings, product information and necessary calculations.
4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
~~4.2.2~~	The structural engineer is: ARQ/APP
4.3.1	The planning, programme and method statements are to comply with the following: Detailed program to be submitted in Microsoft Project format
4.3.2	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	~~The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:~~ ~~1) **Site office** which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m^2 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. (**Minimum 15 seater)**~~ ~~2) The following facilities will be supplied to the employers representatives:~~ ~~- 15 Hardhats for employers representatives visiting the site~~ ~~- 15 Safety (High visibility) jackets for employer representatives visiting the site~~ ~~- 15 sets of safety Goggles~~ ~~- 15 sets of earplugs (when applicable)~~

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) none
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) Municipal roads

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 or 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 contract 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

~~Service~~	~~Option~~

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

- Security

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

NOTE: study the requirements stated in the description of the works / scope of work (under 3.1) and align your pricing with the required deliverables and specifications.

~~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~~**
~~Essential Data:~~	
~~5.1~~	~~The depth of trenches which are to be excavated by hand is 1,5 metres.~~
~~Additional clauses:~~	
~~1~~	**~~Stone pitching and rubble concrete masonry~~** ~~All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.~~ ~~Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.~~ ~~Grout shall be mixed and placed by hand.~~
~~2~~	**~~Manufactured Elements~~** ~~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.~~

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

~~4.2.1(a)~~	~~A qualified Contractor is a Contractor that is one that is accredited or provisionally accredited training Contractor in the HIV/AIDS field.~~ ~~A list of accredited Contractors 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.~~
~~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.~~

~~4.2. 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 day after rain that is considered to justify an extension of time.~~

~~4.3. 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.~~

4.4. Management meetings

A Schedule of meetings will be agreed with the Supplier / Contractor.

~~A Schedule of meetings will be agreed with the contractor.~~

4.5. Daily records

The Supplier / Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to Contract works.

~~The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG) as provided for in 3 above.~~

4.6. Payment certificates

Payment Certificates will be done as per Clause 50.0 of the NEC3 ECC Supply Contract.

~~4.7. 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 certificate** using the electronic prescribed format, which will be provided by the Project Manager~~

~~of this project to the successful bidder.~~

~~5.7.1 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.~~

~~e) The Contractor should allow for a R3800 stipend, data per month, a laptop and handling fee per learner.~~

~~5.7.2 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 Project Manager, 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.~~

5.7.3 Local SMME / suppliers

Notwithstanding the nature of the goods to be supplied and delivered, the Supplier shall subcontract a minimum of 10% of the contract value to local small, medium and micro enterprises (SMMEs). This requirement is mandatory, and the nature of the goods shall not constitute grounds for exemption. The Supplier shall identify suitable portions of the supply and delivery obligations for subcontracting to local SMMEs while ensuring compliance with all applicable technical specifications, quality standards and safety requirements.

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.
POHS	:	HEALTH AND SAFETY BASELINE SPECIFICATIONS	Annexure A
B/RA	:	BASELINE RISK ASSESSMENT	Annexure B
SHEQ	:	DBSA SHEQ POLICY	Annexure C

PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4.1	*Information and Map*	1
~~C4.2~~	~~*Existing Buildings Occupied*~~	~~1~~
	Total number of pages	3

C4.1 INFORMATION AND MAP

The Works to be implemented are located in the area of jurisdiction shown in the map below:

Tzaneen – Tzaneen Dam (construction of the dam wall).

Latitude: 23°47'58.10"S (approx. coordinates) & Longitude: 30° 9'59.05"E (approx. coordinates)


Aapiesdoorn
Tzaneen Dam wall
Tzaneen Dam - Construction North offices
Department of Water and Sanitation:...
Olc Fire Station
Image © 2023 Airbus
Tzaneen Dam Wall
Google Earth
Imagery Date: 5/12/2023 23°47'53.89" S 30°10'05.09" E elev 0 ft eye alt 6650 ft