



# **PIGG'S PEAK TOWN COUNCIL**

**P.O. Box 479, Pigg's Peak, Swaziland**

**Tel: 2437 1720 Fax: 2437 1720**

**IMPROVEMENT IN SERVICES AND  
QUALITY OF LIFE THROUGH UNITY**

## **PIGGS PEAK TOWN COUNCIL**

**TENDER NO. 11 OF 2019/20**

**FOR THE**

**CONSTRUCTION OF LANDFILL CELL**

**TENDER DOCUMENT**

**October 2019**

**PREPARED BY:**



P.O Box 479  
PIGSS PEAK  
Swaziland  
Telephone No.: 2437-1720





**INVITATION TO TENDER**  
**TENDER NO. 11 OF 2019/20**

For the  
**CONSTRUCTION OF LANDFILL CELL**

The Pigg's Peak Town Council invites contractors, registered under the Construction Industry Council of Swaziland Registration, to submit Tenders for the construction of a Landfill Cell.

The scope of the contract comprises of the excavation and lining, and drainage works for a land fill cell for 3 months.

Tender documents may be obtained from:

**Pigg's Peak Town Council**  
Civic Center Building  
**PIGGS PEAK**

From 11 November 2019 upon payment of a non-refundable cash amount of **E 1 000.00** payable at the **PIGGS PEAK TOWN COUNCIL** Revenue office.

A **compulsory** Site Inspection will be held on 15 November 2019, Tenderers are to meet at the, Pigg's Peak Town Council offices at 10:00am

Each completed tender should be in a sealed envelope and endorsed **Tender No.11 OF 2019/20** and addressed to:

The CEO / Town Clerk  
**PIGGS PEAK TOWN COUNCIL**  
P. O. Box 479  
**Piggs Peak**  
**H100**

shall be delivered on **13 December 2019 not later than 12:00 noon** at that time they will be opened in public. Contractors are requested to provide the following information:

- **Original receipt of purchase of tender document**
- **Valid Trading License**
- **Valid Tax Compliance Certificate**
- **Valid Registration Certificate with CIC**
- **Labour Compliance Certificate**
- **Police Clearance for all Company directors**
- **Form C**
- **Form J**
- **Tender Deposit of E5 000.00**

The envelope shall carry no indication whatsoever of the name or mark of the Tenderer nor any means of identification.

The Town Council does not bind itself to accept the lowest or any tender.

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**CEO / Town Clerk**



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**TENDER No. 11 OF 2019/2020**

**FOR THE  
CONSTRUCTION OF LANDFILL CELL**

This Tender document consists of the volumes as listed in the index below. On receipt of the document the Tenderer is responsible for checking the Tender Document and ensuring that it is complete.

**VOLUME 1**

- SECTION 1: INSTRUCTIONS TO TENDERERS
- SECTION 2: FORM OF TENDER, AUTHORITY FOR SIGNATORY, SAMPLE LETTER OF AGREEMENT
- SECTION 3: CONDITIONS OF CONTRACT
- Part I - General Conditions  
Part II - Special Conditions
- SECTION 4: CONTRACT DATA
- Appendix to Tender
- SECTION 5: TECHNICAL SPECIFICATIONS
- Project Specification
- SECTION 6: LIST OF DRAWINGS
- SECTION 7: BILL OF QUANTITIES
- SECTION 8: FORMS AND DATA SHEETS TO BE COMPLETED BY TENDERER
- SECTION 9: TENDER AND PERFORMANCE BOND
- SECTION 10: QUALIFICATION DATA

**VOLUME 2**

First Edition (1999) of the General Conditions of Contract for Building and Engineering Works Designed by the Employer, published by the Federation Internationale Des Ingenieurs – Consils (FIDIC) (not included).



### **VOLUME 3**

The COLTO Standard Specification for Road and Bridge Works (1998) prepared by the Committee of Land Transport Officials (not included).

### **VOLUME 4**

Tender Drawings



## **SECTION 1**

# **INSTRUCTIONS TO TENDERERS**



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**A. GENERAL**

**1. SCOPE OF TENDER**

- 1.1** The Works are described in the Project Specification.
- 1.2** The successful Tenderer will be expected to complete the respective Works by the intended Completion Date specified in the Appendix to Tender.

**2. COMPLIANCE WITH INSTRUCTIONS**

- 2.1** The Tenderer shall carefully examine all instructions, conditions, forms, terms, specifications and Drawings in the tender documents. The Tenderer shall be solely responsible for meeting the requirements of the tender and for any omission or errors in his responses. Failure to furnish all information required by the tender or the submission of a tender, which is not responsive to the tender in every respect, will be at the Tenderer's own risk and may result in rejection of his tender.

**3. ADDRESS**

- 3.1** Each Tenderer shall, within seven (7) days of the date of collection the Tender Documents, give to the Engineer the address of his office at which notices may be validly served upon him.

**4. NOTICES**

- 4.1** Every notice to be served on a Tenderer will be sent by registered post , fax or e-mail to the Tenderer's address given in accordance with Clause 3 above and such posting shall be deemed good service of such notice.

**5. ONE TENDER PER TENDERER**

- 5.1** Each Tenderer shall submit only one tender, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives, which have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

**6. COST OF TENDERING**

- 6.1** The costs associated with the preparation and submission of the tender shall be at the Tenderer's expense, and the Employer will in no case be responsible or liable for those costs.





## 7. SITE VISIT

- 7.1 There will be an organised official **mandatory** inspection of the site on a day to be notified to the Tenderer, and the Engineer will not be available at any other time for inspection visits.
- 7.2 The Tenderers are advised to visit and inspect the place where the contract is to be executed and its surrounding and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.
- 7.3 The costs of visiting the place where the contract is to be executed shall be borne by the Tenderer.
- 7.4 **The Employer reserves the right to only consider tenders if the official site inspection has been attended by a representative of the Tenderer who must be:**
- (a) suitably qualified to comprehend the implication of the work involved and
  - (b) in the direct employ of the Tenderer.

## 8. TAX COMPLIANCE CERTIFICATE

- 8.1 Tenderers based in Swaziland should note that in accordance with Income Tax (Compliance Certificate) Regulations 1988, all persons tendering for provision of goods or services in excess of E 5 000,00 to Government or parastatal bodies, with effect from 1st April 1992 are required to produce Tax compliance certificates in the name of the tendering company.

The relevant Tax Compliance shall be for Government Tender. The Tax Compliance shall be valid on the date of submission.

Failure to comply with this requirement will result in the Tender being rejected.

## 9. INSURANCES

- 9.1 The Tenderer's attention is drawn to Clause 18 of the General Conditions of Contract.

The general terms of the insurance policy(ies) with any modifications thereto will be agreed between the Employer and the selected Tenderer prior to the issue of the Letter of Acceptance in accordance with the Conditions of Contract.

## 10. LAWS OF SWAZILAND

- 10.1 Tenderers are advised to familiarize themselves with the laws and regulations in force in Swaziland, especially those relating to Immigration, Customs and Excise, Tax (Income and Corporate), Labour and Health and Arbitration.
- 10.2 The laws of the Kingdom of Swaziland shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Kingdom and specify it in his Tender as his **domicilium citandi et executandi** where any legal process may be served on him.
- 10.3 Each Tenderer shall bind himself to accept the jurisdiction of the courts of law in Swaziland.
- 10.4 Each foreign Tenderer shall state in his Tender the name of his accredited agent in Swaziland in whom the necessary legal competence is vested and who has been duly appointed to sign any contract.



**10.5** Under the law of Swaziland, the Contractor is bound to obtain a trading licence before commencing the Works.

**10.6** It is the responsibility of the Contractor to obtain the residence and work permits which are required for all their expatriate personnel.

Past experience has been that such permits have not been unreasonably withheld. Contractors should consult with the Department of Labour and the Department of Immigration at an early stage.

## **B. TENDER DOCUMENTS**

### **11. CONTENTS OF TENDER DOCUMENTS**

**11.1** The Tender Documents consist of the documents described below together with any addenda thereto issued in accordance with Clause 13 hereinafter:

#### **Volume 1:**

Instructions to Tenderers

Form of Tender, Authority for Signatory, Sample of Letter of Agreement

Conditions of Contract

Appendix to Tender

Technical Specifications

List of Drawings

Bill of Quantities

Forms and Data Sheets to be completed by Tenderer

Tender and Performance Bonds

#### **Volume 2:**

First Edition (1999) of the General Conditions of Contract for Building and Engineering Works Designed by the Employer, published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC) (not included).

#### **Volume 3:**

The COLTO Standard Specifications for Road and Bridge Works (1998) prepared by the Committee of Land Transportation Officials (not included).

#### **Volume 4:**

Drawings

The General Conditions of Contract and Standard Specifications may be inspected at the office of the



Engineer during normal working hours.

One set of tender documents is supplied to the prospective Tenderer.

## **12. CLARIFICATION OF TENDER DOCUMENTS**

- 12.1** A prospective tenderer requiring any clarification of the tender document may notify the Employer in writing and make a copy to the Consulting Engineer, by fax, e-mail or post not later than seven (7) days before the date fixed for the delivery of tenders. Copies of the Employers response will be sent to all purchasers of the tender documents including a description of the enquiry, but without identifying its source.

## **13. AMENDMENT OF TENDER DOCUMENTS**

- 13.1** Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 13.2** Any addendum thus issued shall be part of the tender documents and shall be communicated in writing by fax or email to all purchasers of the tender documents. Prospective Tenderers shall acknowledge receipt of each addendum.
- 13.3** To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 31.

## **C. PREPARATION OF TENDERS**

### **14. LANGUAGE OF TENDER**

- 14.1** All documents relating to the tender shall be in the **English language**. No documents shall be submitted in any other language.

### **15. DOCUMENTS COMPRISING THE TENDER**

- 15.1** The tender submitted by the Tenderer shall comprise the following:

- (a) Form of Tender and Qualification Information
- (b) Priced Schedule of Quantities
- (c) Alternative offers where invited

and any other materials required to be completed and submitted by Tenderers as specified in the Tendering Data.

### **16. TENDER PRICES**

- 16.1** Tenderers are required to submit their bids for the whole of the Works as described in Clause 1.1, based on the priced Schedule of Quantities. No consideration will be given to Tenders, which are incomplete or only cover parts of the required works.



16.2 Each item in the Schedule of Quantities shall be priced by the Tenderer with the exception of items, which have "Provisional Sums", affixed thereto. The rate or price for each item shall include the cost of executing the work and fulfilling the obligation described in the item. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and prices in the Schedule.

16.3 All tendered rates will be exclusive of Taxes within the Kingdom of Swaziland.

16.4 Tenderers are to include in the rates taxes, duties and other charges imposed outside the Employer's Country on the production, manufacture, sale and transport of the Tenderers' requirement, plant, materials and supplies to be used on or furnished under the Contract and on services performed under the Contract.

16.5 The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract unless so provided in the Tendering and Appendix to Tender and the provisions of the Conditions of Contract.

16.6 In the event of conflict between the Instructions to Tenderers and the Preamble to the Bill of Quantities then the latter shall take precedence.

## **17. CURRENCIES OF TENDER AND PAYMENT**

17.1 The unit rates and the prices shall be quoted by the Tenderer entirely in Emalangeni.

## **18. TENDER VALIDITY**

18.1 Tenders shall remain valid for the period specified in the respective Appendix to Tender.

18.2 In exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing by letter or by fax or by email.

## **19. ALTERNATIVE PROPOSALS BY TENDERERS**

19.1 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the Tendering Data. If so allowed, Sub-Clause 19.2 shall govern.

19.2 If so allowed in the Tendering Data, Tenderers wishing to offer technical alternatives to the requirements of the tender documents must also submit a Tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Employer.



## **20. FORMAT AND SIGNING OF TENDER**

- 20.1** The tenderer shall prepare one original of the documents comprising the tender as described in Clause 11 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked.
- 20.2** The original and all copies of the tender **shall be written in indelible ink** and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. **All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.**
- 20.3** The tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **21. COPYING ERRORS**

- 21.1** There shall be no erasing or overwriting and any mistake, which is corrected, shall be initialed by the Tenderer.

## **22. ISSUE OF ADDITIONAL DOCUMENTS**

- 22.1** If for any reason during the Tender period it becomes necessary to vary the Tender Documents an Addendum will be issued to all Tenderers. Addenda will be numbered consecutively commencing with No.1 and Tenderers are required to insert the appropriate numbers in paragraph one of the Form of Tender.
- 22.2** Should any Tenderer have questions to ask or be in doubt about the meaning of the Tender Documents, he should refer them in writing (which will be deemed to include facsimile transmission and email) to the Engineer not later than 7 days before the date set for submission of Tenders. Questions submitted will be consolidated at intervals and issued, together with answers, to all Tenderers. The questions and answers as issued will give no indication of which Tenderer raised the questions. Questions and answers will not form part of the Tender or the Contract. If, arising from a question, it is necessary to vary the Tender Documents, then an Addendum will be issued in accordance with the above procedure.

## **23. INCOMPLETE TENDERS**

- 23.1** Tenderers must submit offers for the whole of the Works. Tenders submitted for separate sections only or Tenders, which are incomplete, will not be considered.

## **24. CONDITIONAL OR QUALIFIED TENDERS AND ALTERNATIVE PROPOSALS**

- 24.1** A Tender will be considered to be fully responsive only if it contains no conditions or qualifications of any kind whatsoever.
- 24.2** Should the Tenderer elect to submit a conditional or qualified Tender then he must include with his Tender an assessment of the financial implications of each and every condition or qualification. Failure to comply with this requirement will result in the Tender being rejected.
- 24.3** The Tenderer will be notified of any condition or qualification that is unacceptable to the Employer or Engineer and will be given the opportunity to withdraw such condition or qualification in writing provided that this does not result in a change to the Tender Price.



**24.4** The Employer reserves the right to assess only those Tenders that are fully responsive.

## **D. SUBMISSION OF TENDERS**

### **25. TENDER DEPOSIT**

**25.1** The Tenderer shall submit together with his tender, a tender Deposit in the form of a banker's draft, bank certified cheque or bank Tender Guarantee from a Bank in Swaziland for the amount of **E5 000.00 (Five Thousand Emalangeni)**. Tenderers are advised that bank drafts or certified cheques may be deposited by the Employer. Foreign, including South African, drafts, cheques or guarantees are **not acceptable**.

**25.2** The deposit is a surety, and in the event that the approved Tenderer withdraws his Tender before the expiry of the Tender validity period laid down in Clause 18, or fails to execute the Contract Agreement or suffers the disqualification of his Tender under Clause 40 below, the entire amount of the deposit shall be forfeit to the Government of Swaziland to defray expenses soliciting the Tenderer and losses consequential upon delay in the commencement of the works.

**25.3** All Tender Deposits not forfeited under the above conditions will be returned to unsuccessful Tenderers within 120 days from the Tender date. In the case of the Accepted Tenderer, his Tender Deposit will be returned as soon as the Bond has been signed, and the Contract Agreement executed.

### **26. RECEIPT FOR PURCHASE OF TENDER DOCUMENT**

**26.1** Tenderers will be required to obtain the necessary receipt from The Piggs Peak Town Council Revenue Office and enclose it with their Tender.

Failure to comply with this requirement will result in the Tender being rejected.

### **27. TRADING LICENCE**

**27.1** All Tenderers must submit a trading license with their tender. The type of trading license shall be for **BUILDER AND CONTRACTOR**. The trading license shall be valid on the date of submission of the tender.

Failure to comply with this requirement will result in the Tender being rejected.

### **28. CERTIFICATE OF COMPLIANCE**

**28.1** Tenderers must submit a certificate of compliance, obtainable at the Department of Labour, with their tender. The certificate of compliance shall be valid on the date of submission of the tender.

Failure to comply with this requirement will result in the Tender being rejected.

### **29. CONSTRUCTION INDUSTRY COUNCIL REGISTRATION CERTIFICATE**

Tenderers must submit a certificate of registration with the Construction Industry Council of Swaziland. The Certificate shall be valid on the date of submission of the tender.

Failure to comply with the requirement will result in the tender being rejected.

### **30. SEALING, MARKING AND DELIVERY OF TENDERS**



- 30.1** All Tender Documents (other than Volume 4) together with the Tender deposit and tax Certificate shall be submitted by hand to the Pigg's Peak Town Council Offices, Pigg's Peak, in a plain sealed envelope addressed to "The C.E.O/Town Clerk, P. O. Box 479 Pigg's Peak" not later than 12h00hrs Swaziland time, on the date given in the covering letter to these conditions of Tender. On the outside of the envelope shall be clearly written:

**CONFIDENTIAL**

**Tender No. 11 OF 2019/2020**

**CONSTRUCTION OF LANDFILL CELL**

The envelope shall carry no indication whatsoever of the name or mark of the Tenderer nor any other means of identification.

No Tender delivered after the stipulated time, from whatever cause arising, will be considered. No telegraphic Tenders will be accepted.

- 30.2** Volumes 4 (Drawings) shall be returned at the same time under ordinary cover to the Pigg's Peak Town Council, P. O. Box 479, Pigg's Peak H100

**31. DEADLINE FOR SUBMISSION OF TENDERS**

- 31.1** Tenders shall be delivered to the Employer at the address and no later than the time specified in the Tendering Data.

**32. LATE TENDERS**

- 32.1** Any tender received by the Employer after the deadline prescribed in Clause 31 will be returned unopened to the tenderer.

**33. MODIFICATION AND WITHDRAWAL OF TENDERS**

- 33.1** The tenderer may modify or withdraw his tender by giving notice in writing before the deadline prescribed in Clause 31.
- 33.2** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 30, with the envelopes additionally marked '**MODIFICATION**' or '**WITHDRAWAL**', as appropriate.
- 33.3** No tender may be modified after the deadline for submission of tenders.
- 33.4** Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with this clause, or included in the original tender submission.

**E. TENDER OPENING AND EVALUATION**

**34. TENDER OPENING**

- 34.1** The Employer will open the tenders, including modifications made pursuant to Clause 33, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the Tendering Data.





- 34.2** Envelopes marked `WITHDRAWAL' shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 33 shall not be opened.
- 34.3** The Tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

### **35. PROCESS TO BE CONFIDENTIAL**

- 35.1** Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of his tender.

### **36. CLARIFICATION OF TENDERS**

- 36.1** To assist in the examination, evaluation, and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of the Tenderer's tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or facsimile, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

### **37. PRELIMINARY EXAMINATION**

Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Invitation to Tender document without material deviations. The Employer determination of a Tender's responsiveness is based on the contents of the Tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, the Employer shall reject it. The Tender must not subsequently be made responsive by the Tenderer by correction of the nonconformity.

The Employer will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order. The Procuring Entity shall reject any Tender when:

- The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- The Tenderer refuses to accept the correction of an arithmetical error;
- The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- The Tenderer has failed to comply with a request for clarification of Tenders.
- If a Tender Security has been requested and this does not accompany the Tender.

### **38. CORRECTION OF ERRORS**

- 38.1** Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and





- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

**38.2** The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer.

### **39. EVALUATION AND COMPARISON OF TENDERS**

**39.1** The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 37.

**39.2** In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:

- (a) making any correction for errors;
- (b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary of the Schedule of Quantities, but including Daywork, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 19; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 19.
- (e) Imbalance in Tendered Rates

In the event of there being any rate or rates, which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the Tenderer will, in terms of Clause 38 be requested to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained.

**39.3** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in tender evaluation.

### **40. UNDUE INFLUENCE**

**40.1** Tenderers are not to offer, promise or give any person connected with the Tender or the awarding of the Contract any gratuity, reward, bonus, discount or consideration of any kind in connection with the obtaining of the Contract, or to communicate with any member of the Engineer's or Employer's organizations on any question affecting the awarding of the Contract during the period between the Tender closing date and the Contract award date. Any real or attempted contravention of this condition which comes to the attention of the Employer will result in action being taken against the party concerned and rejection of the relevant Tender.



#### **41. ADDITIONAL INFORMATION REQUIRED**

- 41.1** The Tenderer shall submit with his Tender the information, data, design calculations and drawings as applicable and as may be required in terms of the Tender Appendices, Special Conditions and/or Special Provisions contained in these Contract Documents.

The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Tenderer shall furnish such additional information within one (1) week of being called upon to do so.

The Tenderer shall make full allowance in the relevant schedule rates for all costs in connection with the preparation of the design and drawings and furnishing the necessary information that may be required by the Employer.

#### **F. AWARD OF CONTRACT**

#### **42. AWARD CRITERIA**

- 42.1** Subject to Clause 43, the Employer will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the Lowest Evaluated Tender Price, provided that such tenderer has been determined to be qualified in accordance with the provisions of Clause 2.

- 42.2** The Employer does not bind himself to accept the lowest or any tender.

#### **43. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

- 43.1** Notwithstanding Clause 42, the Employer reserves the right to accept or reject any Tender variation, deviation or alternate tender offer, and may cancel the tender process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

#### **44. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 44.1** Prior to any Tenderer being awarded a notice of **NOTIFICATION TO AWARD** will be published on the ESPPRA website indicating the preferred Tenderer and giving all participating Tenderers an opportunity to make objections within 10 working days of first publication.

If no objections are received the Tenderer whose tender has been accepted will be notified of the award by the Employer prior to expiration of the tender validity by fax confirmed by registered letter that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 44.2** From the date of receipt of the Letter of Acceptance the Commencement Date shall be determined in terms of Clause 8.1 of the General Conditions of Contract.



- 44.3** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 45, and signing the agreement in accordance with Sub-Clause 44.4.
- 44.4** The agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Employer and sent to the successful tenderer, within 28 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful tenderer will sign the Agreement and deliver it to the Employer.
- 44.5** Upon the furnishing by the successful tenderer of a performance security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

**45. PERFORMANCE SECURITY**

- 45.1** Within 14 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a performance security in the form of a bank guarantee or (at the tenderer's option) a performance bond in an amount specified in the Appendix to Tender, denominated in the types and proportions of currencies in the Form of Tender, and in accordance with the Conditions of Contract.
- 45.2** If the performance security is to be provided by the successful tenderer in the form of a bank guarantee, it shall be issued either by a bank or insurance company acceptable to the Employer.
- 45.3** If the performance security is to be provided by the successful tenderer in the form of a bond, it shall be issued by a surety, which the tenderer has determined to be acceptable to the Employer.
- 45.4** Failure of the successful tenderer to comply with the requirements of Sub-Clause 46.1 shall constitute sufficient grounds for cancellation of the award.

**G. STATUS OF INSTRUCTIONS TO TENDERERS**

**46. INSTRUCTIONS NOT FORMING PART OF CONTRACT**

- 46.1** These Instructions to Tenderers shall not form part of the Contract. They are intended only to aid Tenderers in the preparation of their Tender.

**47. COMPLIANCE WITH INSTRUCTIONS**

- 47.1** The Tenderer shall carefully examine all instructions, conditions, forms, terms, specifications and Drawings in the tender documents. The Tenderer shall be solely responsible for meeting the requirements of the tender and for any omission or errors in his responses. Failure to furnish all information required by the tender or the submission of a tender, which is not responsive to the tender in every respect, will be at the Tenderer's own risk and may result in rejection of his tender.
- 47.2** The Tenderer shall not take the tender document apart and rebind it.





## **SECTION 2**

### **FORM OF TENDER, AUTHORITY FOR SIGNATORY, LETTER OF APPOINTMENT**

**TENDER No: 11 OF 2019/2020**

**FOR THE**

**CONSTRUCTION OF LANDFILL CELL**

#### **FORM OF TENDER**

**To:** Pigg's Peak Town Council

**Address:** PO Box 479  
**PIGG'S PEAK**  
H100

Sir



Having examined the Drawings, Conditions of Contract, Specification, Bill of Quantities and Addenda No.'s.....  
..... for the construction of the above-named Work, I/we offer to construct, complete and maintain the whole of  
the said Works in conformity with the Drawings, Conditions of Contract, Specification and Schedules of Quantities  
and Addenda, for the sum of:

E (Emalangeni) \_\_\_\_\_ (in words) \_\_\_\_\_

or other such sum as may be ascertained in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to  
their being corrected, the rates being taken as correct.

We agree to abide by this Tender for a period of as stated in the Appendix to Tender from the date fixed for  
receiving the same and it shall remain binding on us and may be accepted at any time before the expiration of that  
period.

I/we undertake to deliver the whole of the Works comprised in the Contract within the time stated in the Appendix  
to Tender.

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of a local  
Bank or Insurance Company (to be approved by you) to be jointly and severally bound with me/us in a sum not  
exceeding 10% (ten percent) of the above-named sum, for the due performance of the Contract under the terms of a  
Bond in the form annexed hereto. The Surety I/we propose is:

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance  
thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding contract between us.

I/we understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorised to sign on behalf of: \_\_\_\_\_

(IN BLOCK CAPITALS)

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

Witness: \_\_\_\_\_

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



Occupation: \_\_\_\_\_



**TENDER No: 11 OF 2019/2020**

**FOR THE  
CONSTRUCTION OF LANDFILL CELL**

**AUTHORITY FOR SIGNATORY**

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

“By resolution of the Board of Directors at a meeting on \_\_\_\_\_ 20 \_\_\_\_

Mr/Mrs/Ms \_\_\_\_\_ has been duly authorized to sign all documents in connection with the

tender for Tender No: 180 of 2017/2018 for the Construction of LANDFILL CELL

and any contract, which may arise there from, on behalf of (*block capitals*).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE COMPANY:** \_\_\_\_\_

**IN THE PERSON'S CAPACITY AS:** \_\_\_\_\_

**DATE:**

**SIGNATURE OF SIGNATORY:** \_\_\_\_\_





**TENDER No: 11 OF 2019/2020**

**FOR THE  
CONSTRUCTION OF LANDFILL CELL**

**LETTER OF AGREEMENT**

**Contract No:** .....

THIS AGREEMENT made between .....

(hereinafter called "the Employer") of the one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") of the part.

WHEREAS the Employer is desirous that certain Works should be constructed, viz.

**CONSTRUCTION OF LANDFILL CELL** and has accepted a Tender by the Contractor for the construction completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to:
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) The said Tender
  - (b) The General and Special Conditions of Contract
  - (c) The Project Specifications
  - (d) The Standard Specification
  - (e) The priced Schedule of Quantities
  - (f) The Drawings
  - (g) The Letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor covenants with the Employer to construct complete and maintain the Work in conformity in all respects with the provisions of Contract.
4. The employer hereby covenants to pay to the Contractor in consideration of the construction completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS where the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses:

**Binding Signature of Employer** \_\_\_\_\_  
**CEO / Town Clerk**



Witness 1: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

Witness 2: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

**Binding Signature of Contractor** \_\_\_\_\_

Witness 1: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

Witness 2: (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_



## **SECTION 3**

# **CONDITIONS OF CONTRACT**



## **CONDITIONS OF CONTRACT**

### **PART I - GENERAL CONDITIONS OF CONTRACT**

This contract shall be subject to the First Edition, 1999, of the General Conditions of Contract for Works of Civil Engineering Construction, published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC), as amended and/or clarified by the Special Conditions which follow hereafter.

A copy of the General Conditions is available for inspection at the office of the Engineer, and it shall be assumed that Tenderers are fully familiar with, and aware of their obligations under, the General Conditions of Contract (GCC).



## PART II – SPECIAL CONDITIONS OF CONTRACT

### PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF CONTRACT

The following additional amendments to the FIDIC Conditions of Contract, 1999 apply to this contract:

#### Sub-clause 1.1 Definitions

##### 1.1.1 The Contract

*Replace 1.1.1.1 with:*

“**Contract**” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

*Replace 1.1.1.3 with:*

“**Letter of Acceptance**” means the Form of Acceptance as contained in Section 2 of the contract documents.”

*Replace 1.1.1.4 with:*

“**Letter of Tender**” means the Form of Offer as contained in Section 2 of the contract documents.”

*Replace 1.1.1.5 with:*

“**Specification**” means that document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Description of the Works in accordance with the Contract. Such document specifies the Works.”

*Replace 1.1.1.7 with:*

“**Schedules**” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

*Replace 1.1.8 with:*

“**Tender**” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

*Replace 1.1.1.9 with:*

“**Appendix to Tender**” means the completed section entitled Section 4 Contract Data: Information provided by the Employer included in this Contract Data.”

*1.1.1.10 Add the following:*

“Bill of Quantities shall mean the Pricing Schedule as contained in Section 7 of the contract document.”

#### Sub-clause 1.1.3 Dates, Tests, Periods and Completions



*Replace 1.1.3.9 with:*

“A “**day**” means a calendar day, except for any extension of time that is granted under sub-clause 8.4, (Extension of Time for Completion), in which case a days means a working day. A “**Year**” means 365 calendar days”

#### **Sub-clause 1.1.6 Other Definitions**

##### **1.1.6.5 “Laws”**

*In the 1st line, replace “(or state)” with “(or other spheres of government)” and in the 2<sup>nd</sup> line, after “other laws”, insert “including the Kingdom of Swaziland Common Law”.*

*Add the following:*

**“1.1.6.10 “Supplementary Agreement”** means an agreement between the Employer and the Contractor for executing work, supplemental to the original Contract, which was not contemplated in the original Contract and is also not required for the proper completion of the original Contract.”

#### **Sub-clause 1.2 Interpretation**

*Replace the contents of (d) with:*

“The expression “written”, “in writing”, “notify”, “the giving of notice”, “giving consent”, “as instructed” or “at the request of” means that communication, either hand-written or printed by whatever means, including transmission by telefax or e-mail, and resulting in a permanent record. However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings.”

#### **Sub-clause 1.5 Priority of Documents**

*Replace sub-paragraphs (a), to (h) with:*

- (a) letter of Agreement
- (b) the Form of Offer and Letter of Acceptance
- (c) Form of Tender
- (d) the Appendix to Tender within the Contract data
- (e) the Particular Conditions of Contract
- (f) the General Conditions
- (g) the Scope of Works,
- (h) the Project Drawings,
- (i) the project Specifications
- (j) the Standard Specifications,
- (k) the Standard Drawings, and
- (l) the Schedules and any other documents forming part of the Contract.”

#### **Sub-clause 1.6 Contract Agreement**

*Replace the 1<sup>st</sup> two sentences with the following:*

“The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender document.”



### **Sub-clause 1.7 Assignment**

*Change the title of this sub-clause to read “Assignment/Cession” and replace its contents with the following:*

“Neither Party shall, without the written consent of the other, assign the contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.”

### **Sub-clause 1.8 Care and Supply of Documents**

*In the 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, change “two copies” to “one copy”.*

*In the 2<sup>nd</sup> paragraph, 3<sup>rd</sup> line, change “six” to “two”.*

### **Sub-clause 2.3 Employer’s Personnel**

*In the 1<sup>st</sup> sentence delete “and the Employer’s other contractors”.*

### **Sub-clause 3.1 Engineer’s Duties and Authority**

*After the 3<sup>rd</sup> paragraph insert the following:*

“In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer’s approval shall also be obtained before taking any action under Sub-Clauses 8.4, 11.9, 13.3 and 20.1 as amended in these Particular Conditions”.

### **Sub-clause 4.2 Performance Security**

*Replace the 2<sup>nd</sup> paragraph with:*

“The Contractor shall deliver the Performance Security to the Employer within 28 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by a bank or insurance company registered or licensed as a bank or insurance company to do business in the Kingdom Of Swaziland and approved by the Employer and having an office or banking facility in the Kingdom of Swaziland. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer.”

*In the last line of the last paragraph replace the words “Performance Certificate” with “Taking-Over Certificate”.*

### **Sub-clause 4.4 Subcontractors**

*Change the title to read “Subcontractors and Suppliers”*

*In the 1<sup>st</sup> line of the 2<sup>nd</sup> paragraph, after the word “Subcontractor” replace the expression “his agents or employees” with “suppliers, their agents or employees”.*

*Add the following sub-paragraphs:*



“(e) Where, as a condition of contract, the Contractor is required to employ one or more Subcontractors, then:

- (i) the provisions of Sub-clause 5.4 shall apply equally in the case of such Subcontractor, and
- (ii) any dispute between the Contractor and a Subcontractor shall be referred to the Engineer who shall convene a meeting of himself, a representative of the Employer and representative of each of the parties involved in the dispute and, thereafter, the Engineer shall submit his recommendations to the Employer for his ruling. The Employer's ruling shall be final and binding.

(f) Each subcontract shall include the provision that the Contractor undertakes to pay the Subcontractor the full value as certified by the Engineer as being due in each interim payment certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor.

#### **Sub-clause 4.7 Setting Out**

*Amend the second line of the second paragraph to read;*

“.....reference, provided that the Contractor shall provide proof of their inaccuracy before they are used.”

#### **Sub-clause 4.10 Site Data**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence, replace “prior to the Base Date” with “either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents”, and delete the 2<sup>nd</sup> sentence.*

#### **Sub-clause 4.13 Rights of Way and Facilities**

*Add the following paragraph:*

“The Contractor shall abide by the procedures for the provision of deviation, haul and construction roads, and the requirements for the construction, maintenance and final reinstatement of such roads, all as set out in the standard Specifications.”

#### **Sub-clause 4.17 Contractor's Equipment**

*Add the following paragraph:*

“The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor.”

#### **Sub-clause 4.18 Protection of the Environment**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence add “and shall ensure compliance with all the environmental requirements indicated in Section 5 Project Specifications.”*

*Add the following paragraph:*





“The Contractor shall indemnify the Employer against any liability arising from or in relation to any of the above matters.”

**Sub-clause 4.19 Electricity, Water and Gas**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> line, delete “except as stated below”, and delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs.*

**Sub-clause 4.20 Employer’s Equipment and Free-Issue Material**

*Delete “and Free-Issue Material“ from the title of the sub-clause and delete the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs.*

**Sub-clause 4.21 Progress Reports**

*In the 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, delete “in six copies”*

**Sub-clause 4.24 Fossils**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence after “fossils” insert “and graves” and in the 2<sup>nd</sup> sentence, add “and shall indemnify the Employer against any liability arising from such loss or damage.”*

**Sub-clause 6.5 Working Hours**

*Replace the 1<sup>st</sup> sentence with the following:*

“No work shall be carried out on Site on Sundays or on any special non-working day stated in the Contract Data or between sunset and sunrise on any day, unless:”

**Sub-clause 6.7 Health and Safety**

*Replace the 1<sup>st</sup> paragraph with the following:*

“The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services (including the provision at all times of a person qualified to render medical first aid) and a supply of potable water for the Contractor’s, the Employer’s and the Engineer’s personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site.”

*Add the following new sub-clause:*

**Sub-clause 6.12 Indemnity by Contractor**

The Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work by all of



any of the Contractor's workforce as a result of a dispute between all or any of the Contractor's workforce and the Contractor.

- (b) any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel."

#### **Sub-clause 8.1 Commencement of Works**

*In the 2<sup>nd</sup> line of the 2<sup>nd</sup> paragraph, after the words "Commencement Date", insert "but within the period stated in the Contract Data."*

#### **Sub-clause 8.3 Programme**

*Replace the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph with "The Contractor shall submit a detailed programme to the Engineer within 14 days of the Commencement Date."*

*Add to the items to be included in the programme the following sub-paragraph:*

- "(e) The Contractor's cash flow forecast on a monthly basis for the duration of the Contract
- (f) Documented details of the contractor's environmental mitigation measures and health and safety plans in respect of all construction activities"
- (g) The Contractor's plant and equipment schedule for the various activities for the entire duration of the Contract.

*In the 2<sup>nd</sup> paragraph replace "21" with "14".*

#### **Sub-clause 8.4 Extension of Time for Completion**

*Replace the word "Engineer" with "Employer" in the last sentence of the last paragraph.*

#### **Sub-clause 10.2 Taking Over of Parts of the Works**

*Delete the 2<sup>nd</sup> paragraph.*

*Between the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs insert the following paragraph:*

*"The Employer may make use of any part of the Permanent Works prior to the issue of a Taking Over-Certificate."*

*Delete the 5<sup>th</sup> paragraph.*

#### **Sub-clause 11.11 Clearance of Site**

*Replace the 1<sup>st</sup> paragraph with the following:*

*"With the exception of Plant, Materials and Contractor's Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor's Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor's Equipment and surplus material, wreckage, rubbish and*



Temporary Works, from the Site unless otherwise instructed by the Engineer.”

*In the 2<sup>nd</sup> paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.*

### **Sub-clause 13.3 Variation Procedure**

*Replace the 3<sup>rd</sup> paragraph with the following:*

“Each instruction to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Variation order. The Variation order shall be presented to the Employer, who shall signify his approval before the order is signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Variation order that is not approved and signed by the Employer”.

### **Sub-clause 13.5 Provisional Sums**

*In the 1st line of sub-paragraph (b) after “services” insert “and including items for which a prime cost sum has been provided in the Bill of Quantities”.*

### **Sub-clause 13.6 Daywork**

*Replace the 2<sup>nd</sup> and 3<sup>rd</sup> sentences in the 1<sup>st</sup> paragraph with “The following procedure shall apply.”*

*Add the following as the 5<sup>th</sup> paragraph of this sub-clause:*

“The work shall be valued in accordance with the Daywork Schedule included in the Contract or, in the absence of a Daywork Schedule or for items not included in the Daywork Schedule the Contractor shall be paid the aggregate of:

- (i) the gross remuneration of the workmen for the time they are actually engaged on the work concerned,
- (ii) the net cost of Materials actually used,
- (iii) an amount in respect of Contractor’s Equipment which shall be charged on a time basis at the rates stated in the Tender, failing which at rates, to be agreed between the Contractor and the Engineer or, failing agreement, to be determined by the Engineer on the basis of ruling equipment hire rates and the percentage allowances stated in the Contract Data, which allowances shall be held to cover all charges for the Contractor’s and/or Subcontractor’s profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools.”
- (iv)

### **Sub-clause 13.8 Adjustments for Changes in Costs**

*Replace this sub-clause with the following:*

“The value of certificates issued in terms of Sub-clause 14.6 (excluding the value of those special Materials specified in the Contract Data) shall be increased or decreased by applying a Contract Price adjustment factor calculated according to the formula and the conditions set out in the Contract Price adjustment Schedule appended to these Particular Conditions.

Price adjustments for variations in the costs of special Materials specified in the Contract Data shall be made in



the manner set out in the Contract Price adjustment schedule.”

#### **Sub-clause 14.3 Application for Interim Payment Certificates**

*In the 1<sup>st</sup> line of the 1<sup>st</sup> paragraph, delete “in six copies.”*

*In the 4<sup>th</sup> line of the 1<sup>st</sup> paragraph, change “the report” to “reports.”*

*In the 2<sup>nd</sup> paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site” and add the following as a final paragraph:*

“If, as stated in the Contract Data, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Kingdom of Swaziland and shall have an office and banking facility in the Kingdom of Swaziland and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Contract Data.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Contract Data.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

#### **Sub-clause 14.5 Plant and Materials intended for the Works**

*In the first paragraph delete “If this Sub-Clause applies”.*

*Delete the 2<sup>nd</sup> paragraph.*

*In the 3<sup>rd</sup> paragraph, delete sub-paragraphs (b) and (c) (i) and amend sub-paragraph (a) so that (c) (ii) becomes (a) (iii) thus;*

- (a) (ii) supported by satisfactory evidence; and
- (a) (iii) the relevant Plant and Materials have been delivered to and....”

*Add the following paragraph:*

“If so agreed in writing by the Employer, the provisions of this Sub-Clause 14.5, as amended herein, shall apply equally to Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site.”

#### **Sub-clause 14.6 Issue of Interim Payment Certificates**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph replace “28” with “14”*



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**Sub-clause 14.7 Payment**

*In sub-paragraphs (b) and (c) of the 1<sup>st</sup> paragraph replace “56” with “90”.*

**Sub-clause 14.8 Delayed Payment**

*Replace the 2<sup>nd</sup> paragraph with the following:*

“These financing charges shall be at the rate specified in the Appendix to Tender.”

**Sub-clause 14.10 Statement at Completion**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph delete “six copies of”.*

**Sub-clause 14.11 Application for Final Payment Certificate**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph delete “six copies of”.*

*In the 3<sup>rd</sup> paragraph, replace the last sentence with:*

“Thereafter, when the dispute is finally resolved, the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.”

**Sub-clause 15.2 Termination by the Employer**

*Delete subparagraph (f) and replace with the following:*

- "(f) Gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
- (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any

such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

*Add the following sub-paragraph:*

" (g) Misrepresented , whether innocently, negligently or fraudulently, the true facts requested in the tender documents."

*Insert the following after the expression e) or f) in the penultimate line of the second paragraph;*

“or g)”



*Replace the full stop at the end of the third paragraph with a comma and add the following:*

"including the right to terminate any other contract between the Employer and the Contractor and to forbid the Contractor or any employee, partner, shareholder or director of the Contractor to tender on any future projects put out to tender by the Employer for a period of five years from the date of notice of termination, which period may be reduced by application to and at the sole discretion of the Employer. "

**Sub-clause 17.3 Employer's Risks**

*Add the following to sub-paragraph (c):*

"unless these risks are insurable with the Registrar of Insurance and Retirement Fund at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks".

**Sub-clause 18.1 General Requirements for Insurances**

*Replace this sub-clause with the following:*

"The Contractor shall effect all insurances as have been proposed and agreed by the Contractor as being necessary to adequately cover his insurable obligations under the Contract and shall maintain such insurances for the duration of the Contract.

The Employer shall be entitled at his discretion to call for evidence of the scope and validity of such insurance as and when this may be required.

**Sub-clause 19.5 Force Majeure Affecting Subcontractor**

*Amend the title to read "Force Majeure Affecting Subcontractor and Supplier".*

*In the first line insert "or supplier" after the word "Subcontractor"*

**Sub-clause 20.1 Contractor's Claims**

*In paragraph 5, insert the following after the first sentence;*

"If an extension of time is granted the Contractor shall be paid such additional time-related Preliminary and General allowances as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. Payment of costs additional to the above will only be considered if the costs derive from claims that fall within the terms of Clause 13 [*Variations and Adjustments*] and/or Sub-clause 17.3 [*Employer's Risks*]."

*Replace the 6<sup>th</sup> paragraph with the following:*

"After receiving a claim or any further particulars supporting a previous claim, the Engineer shall present such claim or particulars to the Employer, together with his recommendations, for a ruling, which ruling shall be given to the Contractor within 42 days after receiving a claim or any further particulars, provided that the said period of 42 days may be extended by application from one Party and approval of the other. If the Employer fails to give his ruling within the specified period, or agreed extension thereto, it shall be deemed that the Employer has dismissed the claim."



*Delete the 8<sup>th</sup> paragraph.*

**Sub-clause 20.2 to 20.5**

*Replace these sub-clauses with the following:*

**Sub-clause 20.2 Settlement of Disputes**

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Subclause 20.3 (f).
- (c) The Engineer shall
  - i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
  - ii) deliver his decision in writing to the Employer and to the Contractor, and
  - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph ( c ) (ii) or after the decision is deemed to have been given in terms of sub-paragraph ( c ) (iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to arbitration, which notice shall be given either:
  - i) within 28 days of receipt of notice of the Engineer's decision, or
  - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.

If notice of intention to refer the matter in dispute to Arbitration has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Arbitration.
- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3 (f) or as determined in an Arbitration ruling.





**Sub-clause 20.3 Mediation**

- (a) The mediation referred to in Sub-Clause 20.2 (e) shall be conducted by a mediator selected by agreement between the Parties or, failing such agreement within 7 days after a written request by either Party for such agreement, nominated on the application of either Party by the President for the time being of the Swaziland Association of Architects, Engineers and Surveyors (SAAES).

If, for any reason, the person appointed fails to assume or to continue in the office concerned:

- (i) the provisions of Sub-Clause 20.3 shall apply *mutatis mutandis* in the appointment of a successor, and
  - (ii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.
- (b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:
- (i) the Party himself, if a natural person,
  - (ii) a partner in the case of a partnership,
  - (iii) an executive director in the case of a company,
  - (iv) a member in the case of a close corporation,
  - (v) the Engineer,
  - (vi) a bona fide employee of the party concerned, and
  - (viii) a professional engineer appointed for the purpose by the Party concerned.
- (c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:
- (i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and
  - (ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.
- (d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
- (e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.
- (f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.
- (g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by arbitration proceedings.
- (h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings





subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.

(i) Irrespective of the nature of the mediator's opinion:

- (i) each Party shall bear his own costs arising from the mediation, and
- (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

**Subclause 20.6 Arbitration**

Renumber as Sub-Clause 20.4

Where-ever reference is made to the "DAB" through-out this subclause, it shall be replaced with "mediator".

**Subclause 20.7 and 20.8**

Delete these Sub-Clauses.

**APPENDIX: General Conditions of Dispute Adjudication Agreement**

*Delete this appendix*

**ANNEX: Procedural Rules**

*Delete this annexure*



## APPENDIX TO THE PARTICULAR CONDITIONS:

### CONTRACT PRICE ADJUSTMENT SCHEDULE

- 1.2 Contract Price Adjustment** In accordance with Sub-Clause 13.8, the value of each certificate issued in terms of Sub-Clause 14.6 shall be increased or decreased by the amount obtained by multiplying “Ac”, defined in Clause 2 of this Schedule, by the Contract Price adjustment factor, rounded off to the six decimal place (or the fourth decimal place if expressed as a percentage), determined according to the formula:

$$(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bE_t}{E_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

in which the symbols have the following meanings:

“x” is the proportion of “Ac” which is not subject to adjustment. Unless otherwise stated in the Appendix this proportion shall be 0,15.

“a”, “b”, “c” and “d” are the co-efficients determined by the Engineer and specified in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, equipment, materials (other than “special materials” specified, in terms of subclause 13.8, in the Contract Data) and fuel respectively. The arithmetical sum of “a”, “b”, “c”, and “d” shall be unity.

“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract Data, as published in the Statistical Release PO 141.1, Table 21, of Statistics South Africa.

“E” is the “Equipment Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical Release PO142.1, Table 16, of Statistics South Africa. Note that Statistics South Africa’s “Civil Engineering Plant” includes equipment.

“M” is the “Materials Index” and shall be the “Price Index of Civil Engineering Materials”, as published in the Statistical Release PO 142.1, Table 15, of Statistics South Africa.

“F” is the “Fuel Index” and shall be the index for diesel oil as applicable in the Kingdom of Swaziland prior to the deduction of any negotiated refund.

The suffix “o” denotes the basic indices applicable on the Base Date as defined in Sub-Clause 1.1.3.1 of the General Conditions of Contract.

The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular Payment Certificate is not known at the time when the certificate is prepared, the Engineer may estimate the value of such index. Any correction which may be necessary when the correct indices become known shall be made by the Engineer in subsequent Payment Certificates.



**2. Assessment  
of amount  
subject to  
adjustment**

For the purpose of calculating the adjustment to the value of the relevant certificates, the amount “Ac” shall be determined by the formula :

$$Ac = T - S - D - W - G - Ap$$

In which formula the symbols have the following meanings:

“T” is the summation of the total value of the

- (i) preliminary and general items,
- (ii) work done, and
- (iii) Materials on Site

as certified in the Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T”:

- (i) the amounts actually expended and substituted for any prime cost sums;
- (ii) the value of any work done by Nominated Subcontractors;
- (iii) the value of any work done against Provisional Sums
- (iv) the value of any extra or additional work done under a Variation order

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new rates fixed in terms of Sub-Clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“W” is the amount included in “T” and paid for any Daywork executed at Cost plus percentage allowances as set out in Sub-Clause 13.6 as amended by Particular Condition.

“G” is the amount included in “T” for Materials classified and dealt with as “special materials” in terms of Sub-Clause 13.8 as amended by Particular Condition.

“Ap” is the summation of all “Ac” amounts determined in terms of Clause 2 of this Schedule for all Payment Certificates preceding in time the Payment Certificate under consideration.



**3. Reduction  
of CPAF after  
Time for  
Completion  
has expired**

Save only for or Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the expiry of the Time for Completion shall be half the factor calculated by inserting in the formula referred to in Clause 1 of this Schedule the indices Lt, Et, Mt and Ft applicable at the date of expiry of the Time for Completion.

**4. Special  
materials**

The price of each “special material” specified in the Contract Data shall be increased or decreased by the net amount of any variation incurred after the date of the Tender on the basis set out in the Contract, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents which the Engineer considers necessary for that purpose, and provided also that no further adjustment be permitted to the price of any “special material” after the Time for Completion has expired unless such material forms part of any additional work or Variation ordered to be carried out after that date.

For the purpose of this clause, “the net amount of any Variation” in respect of a particular material referred to as a “special material” in terms of Sub-Clause 13.8 shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Material and the equivalent rate or price actually paid by the Contractor for the Material by the quantity of the Material in question.

**5. Assessment  
of indices if  
certificates are  
not issued  
monthly**

If more than one month intervenes between the month applicable to any Payment Certificate and the month applicable to the immediately succeeding payment certificate, then the indices “Lt”, “Et”, “Mt” and “Ft” applicable to the succeeding Payment Certificate shall each be taken as the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

**2.0 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL**

Extension of time, in terms of Sub-Clause 8.4 of The General Conditions of Contract, arising from abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the CRITICAL PATH METHOD. It shall be calculated for the whole period for completion of the Contract, including any extension thereof:

**Method (ii) (Critical-path method)**

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on) a five day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of “n” working days caused by normal rainy weather, for which he will not receive any extension of time. The value of “n” shall be given in the project specifications.

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



## **SECTION 4**

### **CONTRACT DATA**



**APPENDIX TO TENDER**

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Employer's Name and Address	1.1.2.2 & 1.3	Pigg's Peak Town Council P. O. Box 479 PIGG'S PEAK H100 Tel. No.: (+268) 2437-1720 email: ..... ..... .....
Contractor's Name and Address	1.1.2.3 & 1.3	..... ..... ..... .....
Engineer's Name and Address	1.1.2.4 & 1.3	N/A
Period of validity of tender	-	<b>90</b> days after the closing date for tenders
Time for completion of works	1.1.3.3	
(a) As required by employer		<b>3</b> calendar months maximum including the contractor's holidays in December/January
(b) As required by Tenderer		..... Calendar Months
Defects notification period	1.1.3.7	<b>12 (Twelve)</b> Calendar Months
Governing Law	1.4	Kingdom of Swaziland
Ruling language	1.4	English
Time for access to the site	2.1	Nil (Access on commencement date)
Amount of performance security	4.2	10 %( Ten percent) of the Accepted Contract Amount
Special non working hours/days	A6.5	Sundays and all other designated public holidays
Period in which works must commence	8.1	Not later than 30 days after the commencement date
Delay damages for the works	8.7 & 14.5(b)	<b>E3 000.00 per day or part thereof.</b>
Maximum amount of delay damages	8.7	10% of the final Contract Price
Daywork allowances	A13.6	Not required
Special materials	A13.8	N/A
Price Variations	A13.8	N/A



Total Advance Payment	14.2	N/A
Number and Timing of instalments	14.2	N/A
Retention Money:		
- Percentage	14.3 (c)	10% of value of completed Work
- Limit	14.3 (c)	5% (five percent) of contract Price
- Guarantee	A14.3 (c)	This will be considered
Minimum amount of Interim Payment Certificate	14.6	<b>E100 000.00</b>
Time of Payment of Interim Payment Certificates	14.7(b)	<b>60</b> days from the date of receipt by the Employer of the certified Interim Payment Certificate from the Engineer
Rates of Interest	14.8	As per the Central Bank of Swaziland lending rates plus 03% per annum.
Currencies of payment	14.15	Emalangen
Contractor to insure with Registrar of Insurances and Retirement Fund	A17.3C	Required
Periods of submission of Insurance:		
(a) evidence of insurance	18.1	30 days
(b) relevant policies	18.1	30 days
Minimum amount of Third Party Insurance	18.3	Minimum at 10% of Contract Price per occurrence with the number of occurrences unlimited
Settlement of Disputes to be referred to:	20.3	Arbitration to be in accordance with the Arbitration Act of 1912 of Swaziland

**If percentage for the Provisional Sums are not provided by the Contractor, they shall be taken as 10% of the net costs of the item.**

\* **Blank spaces are left for Tenderers input.**

**SIGNED ON BEHALF OF THE TENDERER:** .....



**SECTION 5**

**TECHNICAL SPECIFICATIONS**

**PROJECT SPECIFICATIONS**

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## **A.1 DESCRIPTION OF THE WORKS**

### **A.1.1 SCOPE**

The Scope of contract comprises excavation of new Landfill Cell to required standard.

### **A.1.2 MAJOR ITEMS OF WORK**

The major items of work to be executed under this contract include the following:

- (1) The establishment of camps and plant on site;
- (2) Setting out of works including level control;
- (3) Clearing and grubbing;
- (4) Construction of earthworks;
- (5) Construction of selected gravel layers;
- (6) Construction of a 150mm crushed stone base layer
- (7) Installation of 110mm PVC perforated pipes;
- (8) Installation of polyethylene liner;
- (9) Construction of Storm water drainage;
- (10) Installation of new concrete pipe culverts;
- (11) Maintenance of the landfill cell for a period of twelve (12) months.

*NOTE: This description of the work is not necessarily complete and shall not limit the work to be done by the Contractor under this contract.*

### **A.1.3 DESCRIPTION OF THE SITE**

The site of the contract is situated within the Pigg's Peak Municipal Urban Area at the landfill site.

## **A.2 MAINTENANCE OF THE WORKS**

The Contractor will be responsible for the maintenance of the whole of the works for a period of 12 months from the time of the issue of the certificate of completion. This shall include the rectification and making good of defects, imperfections shrinkages or other faults as required by the Engineer but shall not include routine maintenance.

## **A.3 SPECIFICATIONS AND QUANTITIES**

The Standard Specifications for this contract shall be the **COLTO Standard Specification for Road and Bridge Works (1998)**, prepared by the Committee of Land Transport Officials, which shall be purchased by the Tenderer. This document has been written to cover most phases of work likely to be encountered on bridge and road construction and may therefore cover items of work not required on this particular Contract.



Approximate quantities for each type of work to be carried out in accordance with the specifications are indicated in the Schedule of Quantities, which is bound in this volume.

#### **A.4 DRAWINGS**

For tender purposes the Preliminary Drawings have been included in Volume 4 of the Contract Documents. One set of full-scale drawings on paper will be made available to the successful Tenderer for construction purposes.

Drawings supplied to the Contractor by the Engineer shall not be departed from without the instructions of the Engineer in writing. All dimensions will be given in figures on the drawings and are to be considered correct even if not to scale. No dimensions shall be obtained by scaling.

#### **A.5 VARIATION OF PRICE**

The rates and prices tendered in the schedule of quantities shall be final and binding throughout the contract and shall not be subject to any price adjustment or variation.

#### **A.6 MONTHLY CERTIFICATES**

The statement to be submitted by the Contractor in terms of Clause 14(3) of the General Conditions of Contract shall consist of **one original and two copies**. The certificates shall be drawn up in the form acceptable to the Employer and shall be on A4 size paper.

#### **A.7 METRIC UNITS**

The Specifications, Special Provisions, Schedule of Quantities and Drawings have been drawn up using the SI-system of Metric Units.



## **A.8 WATER**

Water for construction purposes may be obtained free of charge from the rivers on the Contract However Tenderers shall take note of Section B1900 "Provision of Water", in these Special Provisions.

## **A.9 MATERIALS ON SITE OF WORKS**

All stone, earth, gravel and sand and other materials excavated from the works, or existing on the site thereof, shall not become the property of the Contractor, but are to be at his disposal only as far as use can be made of the same for the purposes of this Contract under approval of the Engineer.

## **A.10 COMPLETION OF THE WORKS**

The period of completion of the Contract shall not be more than **Four (4) Months**. For the purposes of commencement of the maintenance period, the Engineer will issue a certificate of completion in terms of Clause 10 of the General Conditions of Contract.

## **A.11 DAMAGES FOR DELAY**

The amount of damages for delay in completion of the Contract shall be **Three Thousand Emalangeni (E3000.00)** for each calendar day or part thereof which elapses between the specified date of completion and the actual date of completion as certified by the Engineer.

## **A.12 LAND ACQUISITION**

The Contractor shall not enter onto any land or commence any operations until such time as he receives formal confirmation from the Engineer that all necessary formalities have been completed and that permission has been obtained from the landowner to enter the land and commence operations. Should the Contractor enter onto land or commence any operations without first obtaining this confirmation he shall be solely liable for all additional costs and/or legal charges which might arise therefrom.

## **A.14 DAYWORK**

The Contractor's attention is drawn to Clause 13.6 in the General Conditions of Contract. Day work shall only be undertaken upon a written order from the Engineer and must be agreed on a daily basis.

## **A.15 INFORMATION FROM BORINGS AND TRIAL PITS**

Any soils and materials test results made available to the contractor are for the Contractor's information only. The Contractor shall be deemed to have studied this information during the preparation of his Tender and to have carried out any such further tests, as he may consider necessary. No claims for additional payment will be considered from the Contractor on the grounds that the information is insufficient, incorrect or misleading, and any conclusions that the Contractor may draw from such information are entirely his own responsibility.

## **A.16 NATURE OF GROUND AND CONDITIONS OF WORK**

The Contractor must satisfy himself as to the general circumstances at the site of the Works and the obstructions thereon, the form of the river beds and banks, the flow in the rivers, the surface of the ground and nature of the materials to be excavated, the possibility of subsidence from soft ground and bad and broken materials and falls of rock in or arising out of the works, and the possibility of floods and landslides.



The rates and the prices in the Schedule of Quantities will be deemed to cover all such contingencies.

#### **A.17 ROYALTIES**

Royalties are payable on sand, stone and gravel used for construction. Where royalties are paid by the Contractor these will be reimbursed upon written proof being submitted to the Engineer. Royalties should therefore not be included in tendered rates.

#### **A.18 CONTRACTOR'S CAMP SITE**

The Contractor shall make his own arrangements regarding the establishment of a campsite and housing for his construction personnel. The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

#### **A.19 SECURITY**

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

#### **A.20 POWER SUPPLY AND OTHER SERVICES**

The Contractor shall make his own arrangements regarding the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

#### **A.21 ACCOMMODATION**

The Contractor shall provide and maintain where necessary adequate and suitable accommodation for his employees. Such accommodation shall be in accordance with the requirements of the relevant authority.

No accommodation shall be erected within the landfill site unless permission in writing has been obtained from the Employer.

#### **A.22 TEMPORARY LATRINES**

The Contractor shall provide sufficient latrine facilities for the use of his employees and shall be entirely responsible for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer.

Latrines shall be provided at the rate of one for ten persons, and the Contractor shall make his own arrangements and pay all charges for the removal of sewage.



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## **A.23 CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Contractor to work in confined areas but no additional payment will be made for work in “restricted areas” as described in Sections of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor’s constructional plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered an account of these difficulties.

## **A.25 ENVIRONMENTAL REQUIREMENTS**

Refer to Part C for Comprehensive Mitigation Plan





## **PROJECT SPECIFICATIONS**

### **PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

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

#### **B.1 Standard Amendments to the Standard Specification**

There are no standard amendments.

#### **B.2 PROJECT SPECIFICATIONS REFERRING TO THE COLTO STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

The Standard Specifications forming part of this Contract have been written to cover all phases of the work usually encountered on road contracts and they may therefore cover items of work not encountered in this particular Contract.

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the Special Provisions of Contract between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this Contract are contained in this part of the Special Provisions of Contract. It also contains the necessary additional Specifications (apart from those included in other parts of the Special Provisions) required for this Contract.

The clauses and payment items dealt with in this part of the Special provisions are numbered "B" with a number corresponding to the relevant clause or item number in the Standard Specifications.

New clauses and payment items not covered by clauses or items in the Standard Specifications have been included here and have also been designated with the prefix "B". Such additional clauses and items have been given numbers following on the last number used in the particular section of the Standard Specifications referred to.



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**SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

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**B1202 SERVICES**

*In the final paragraph, replace “clause 15” in the second line with “clause 8.3”.*

*In the second paragraph, delete the word “utility” at the end of the second line.*

Information regarding known services has been shown on the plans however additional service facilities may be encountered during the execution of the works. The relocation and protection of all services will be carried out in conjunction with the relevant service owners.

Where protective measures involve the construction of permanent works, payment as specified on the order given by the engineer shall be at contract rates, where these rates are applicable, or, where no contract rates are applicable, in accordance with the provisions of Clause 13.6 of the General Conditions of Contract.

Where work is carried out directly by a service owner, payment of the amount certified by the engineer will be made by the Contractor and the amount recovered through the contract provisional sum in terms of Clause 13.5 of the General Conditions of Contract plus a commission on the certified sum of 7.5%.

**B1204 PROGRAMME OF WORK**

**(a) General requirements**

*Add the following as a continuation of the first paragraph:*

“In drawing up the programme the contractor shall make allowance for the following:

All special non-working days defined in Section 3.

- (ii) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- (iii) The requirement that rock material available from cuttings in the cell alignment could be utilized as rock fills at the bottom of high fill embankments on instruction of the engineer.
- (iv) The requirement that chemically stabilized subbase layers have to be cured by covering with the subsequent layer which, for upper subbase layers, consists of crushed-stone base material.
- (v) The requirement that some of the pavement layer materials will be placed in temporary stockpiles before utilization in the cell.
- (vi) The contract period of **four (4)** months.

Any other restrictions regarding access to certain parts of the site or commencement of activities stated in these specifications shall be incorporated in the contractor's programme of work.”

*Add the following subclause:*

**“(c) Programme revisions**

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original



approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme e.g. when delays regarding environmental and land acquisition matters and service relocations require such re-programming measures. Such a revision shall be submitted for approval within fourteen days of the demand and dealt with in accordance with the stipulations of subclause 8.3 of the FIDIC Conditions of Contract.”

## **B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS**

*Replace “clause 14” in the first paragraph with “clause 4.7”*

*Delete “and of clause 14 of the general conditions of contract” in the sixth paragraph.*

*Add the following paragraph:*

“The contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the engineer.

Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the engineer shall be the contractor’s responsibility and included in the tender rates”.

## **B1207: NOTICES, SIGNS AND ADVERTISEMENTS**

*Delete English and Afrikaans and replace with English and Siswati.*

## **B1209 PAYMENT**

### **(a) Contract Rates:**

Where work is required for the completion of the works, as can reasonably be determined or inferred from the tender documents, and no dedicated pay items have been included for such work, the work shall be considered incidental to the overall works, for which pay items have provided. The cost of this work shall be deemed to be covered by the rates tendered for in the Bill of Quantities. This provision shall take precedence over the last sentence of the second paragraph of clause 1209(a) in the Standard Specification.

### **(b) Rates to be inclusive:**

*Add the following to the first paragraph:*

**“VAT shall be excluded from the rates.”**

The contractor shall note that, due to the nature of the project, work is generally to be carried out in restricted areas. All rates and prices tendered for items in the schedule of quantities shall take this into account and no claims for additional payment due to the restricted nature of the work will be accepted.



**(c) The meanings of certain phrases in payment clauses**

Procuring and furnishing...(material)

*Add the following:*

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled”.

**(e) Materials on the site**

*Replace “clause 52” in the first line with “subclause 14.5”*

*Add the following subclauses:*

**(g) Work in confined areas**

Except where provided for in the specifications and pricing schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.

**(h) Trade names**

Where materials are specified under trade names tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected”.

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*Add the following to subclause (e) before the semicolon:*

*Add the following paragraphs after item (h):*

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed cell or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, the works shall be considered for practical completion only if the following criteria have also been met:

- (i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding VAT.
- (ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor.



(iii) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied.

(vii) The Director of the Swaziland Environment Authority has issued written confirmation to the contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract"

The contents of this clause 1210 of the COLTO Standard Specifications, together with the above amendment, shall apply equally to the issue of a TAKING-OVER CERTIFICATE in terms of clause 10 of the FIDIC "General Conditions of Contract for Construction for Building and Engineering Works designed by the Employer"(1999).

## **B1215 EXTENSIONS OF TIME ARISING FROM ABNORMAL RAINFALL**

*Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' or 'rainy weather' is encountered replace it with 'inclement weather'.*

*In the 1<sup>st</sup> line of the 1<sup>st</sup> paragraph change 'clause 45' to read 'subclause 8.4'*

*Make the following changes to Method (ii) (Critical-path method):*

*In line six of the second paragraph delete 'five-day working week' and replace with '23-day working month', and:*

*Add the following final paragraphs:*

"Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The 'n' value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below.

Table B1215/1: Average delays due to inclement weather

Month	Expected no. of working days lost due to rainfall	Mean monthly rainfall (mm)	Month	Expected no. of working days lost due to rainfall	Mean monthly rainfall (mm)
January	4	118	July	1	7
February	3	91	August	1	10
March	3	88	September	1	17
April	2	64	October	2	57
May	1	7	November	4	117
June	1	20	December	2	32

The number of rain-related delays is the average number of days on which 10 mm of rain or more has been measured by the weather station in Mbabane. Actual delays due to inclement weather shall be agreed between the engineer's and contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings. Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit his claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will accrue as determined from Table B1215/1 since the contractual commencement date only.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following



provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break.”

**B1219 WATER**

*Add the following:*

All water sources shall be tested for suitability for the use for which it is intended.

Water for use on site other than municipal, shall be subject to the required permit from The Ministry of Natural Resources and Energy (Water Resource Department) (MoNRE). This shall include such extraction points as rivers, dams, streams, and boreholes. Farmers along the existing rivers are operating under a quota system of the MoNRE and the contractor shall make his own arrangements for obtaining water from landowners who are not utilizing their quotas to the full.



Suitable quality of water for its intended use shall be in accordance with Table B1219/1.

Table B1219/1: Water Classification for Construction Testing

		Water Quality Classification Code						Method
		H0	H1	H2	H3	H4	H5	
Property	Unit	Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralised chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc water	
PH*	-	7.0	5.7 – 7.9	4.5 – 6.5	4.5 – 8.5	9.0	-	SABS M113 SM 11 - 1990
Dissolved solids*	ppm	0	1000	1500	3000	-	-	SABS 213 SM213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2000	2000	5000	-	-	SABS 1049 SM 1049 – 1990
Electrical conductivity	mS/m	0	200	200	500	-	-	SABS 1057 SM 1057 – 1982
Sulphates (SO <sub>4</sub> )	ppm	0	200	300	500	1000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SABS 202 SM 202 – 1983
Alkali Carbonates (CO <sub>3</sub> ) & Bicarbonates (HCO <sub>3</sub> )	ppm	0	500	1000	1000	2000	-	SABS 241 – 1999
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SABS 833
Quality of water required		Untreated layer works	✓	✓	✓	✓	Investigate the effect on the quality of the material	
		Chemically treated layer works	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete mass	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete prestressed	✓	✓				
		Slurry & emulsion	✓	✓				
		Soil/gravel tests	✓	✓				
		Chemical or control tests	✓	✓				
References: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)								

\* A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.  
! The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0



## **B1229 SABS CEMENT SPECIFICATIONS**

*Add the following to this clause:*

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS EN 197-1 “Cement compositions, specifications and conformity criteria Part 1 : Common cements.

On this contract CEM II/A-V 32,5 or CEM II/A-L 32,5 shall be preferred to be used for chemical stabilization of pavement layers. Other cement compositions may be utilized after prior acceptance testing has been carried out and approved by the engineer.”

*Add the following clauses:*

## **B1230 MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the cell reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.”





**SECTION 1300:**

**CONTRACTOR'S ESTABLISHMENT ON SITE**

**B1302 GENERAL REQUIREMENTS**

**(a) Camps, plant and testing facilities**

*Add the following:*

The Contractor shall exercise care not to leave rubbish of any nature, particularly plastic bags or containers anywhere on the site of the Works, in or near his camps or in the veld. All such rubbish shall be collected and disposed of to the satisfaction of the engineer at the Contractor's cost.

*Add the following sub-clause:*

**(d) Contract Sign Board**

The Contractor shall provide and erect, as part of his obligations under Section 1300, 3 No. signs on approved locations at the start and end of each of the works, signboards of sound weather proof construction in accordance with the details supplied.

These signs are to be erected not later than two weeks after the contractor has been given access to the site.

**B1303 PAYMENT**

The sum of the totals for lump sum and monthly maintenance of the contractor's establishment on site shall not exceed fifteen per cent (15%) of the total tender amount, including any amounts allowed for contingencies and escalation. If the tenderer should tender a higher amount for this item, it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same tender amount.



**SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

The supply of fresh, clean, potable water and a suitable and approved sewerage system will be required.

It is requirement of the contract that the offices and laboratories for the engineer's supervisory staff shall be supplied with burglar proofing, the cost of which shall be included in the relevant tendered rates.

Offices for the engineer and his supervisory and testing staff, as well as the laboratory, all as specified in the standard specifications must be provided for the duration of the contract.

The contractor shall enclose the offices and laboratory area with a 2,0m high mesh temporary fence of neat appearance and provide lockable gates for vehicular and pedestrian access. The engineer's enclosure may coincide with any fencing the contractor may erect around his own camp.

The contractor will provide security at the engineer's offices and laboratory to a level sufficient to minimise the risk of illegal entry.

Details of the engineer's offices and laboratories will be supplied to the contractor during his establishment on site.

**B1403 HOUSING**

**(c) Rented accommodation**

*Replace the full stop at the end of the first sentence of sub-clause (c) (ii) with a comma and add "and for all services connected with such accommodation."*

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in subitem 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer."

*Add the following new items:*

<b>Item</b>	<b>Unit</b>
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<b>B14.11 Provision of semi-skilled labour for use by the engineer.....</b>	(Prov sum)
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Payment shall be made monthly and the amount due to the contractor will be equal to the total of the actual amount paid to the engineer's semi-skilled labourers and the direct cost of medical and pension benefits, Workmen's Compensation and holiday pay, incurred by the contractor in respect of the engineer's semi-skilled labourers, plus 7.5%. No payment other than that provided above will be made in respect of the employment of semi-skilled labourer for the engineer.

<b>Item</b>	<b>Unit</b>
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<b>B14.19 Survey equipment .....</b>	Month
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The unit of measurement for the supply and maintenance of the survey equipment shall be per month.

The tendered rate shall include full compensation for the supply, maintenance and subsequent removal



of the equipment. The tendered rate sum per month will be payable for as long as the equipment is required, but not after completion of the contract.



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**SECTION 1500: ACCOMMODATION OF TRAFFIC**

**B1502 GENERAL REQUIREMENTS**

**(a) Handing over the site**

*Add the following:*

The entire site will be handed over to the contractor at the beginning of the contract. The Contractor shall be responsible for maintaining the site over the entire site as handed over to him, in a safe trafficable condition for the duration of the contract.

**(b) Providing temporary deviations**

*Add the following:*

The Contractor shall be required to accommodate public traffic through the site of this contract. Two lanes must be maintained open to traffic during construction.

**(f) Approval of bypasses**

The Contractor is required to submit to the Engineer for his approval his proposals for the accommodation of traffic at least one week prior to the commencement of work. The proposals must be accompanied by a temporary works plan and the location and description of temporary signs, flagmen etc.

*Add the following sub-clauses:*

**(j) Site safety officer**

The Contractor shall nominate a competent member of his staff to act as site safety officer with specific responsibilities to ensure that the temporary traffic accommodation requirements comply with the Specifications. The Contractor shall provide the site safety officer with the necessary resources to enable him to carry out his duties efficiently. The site safety officer shall liaise directly with the Engineer regarding matters related to the control of traffic.

The site safety officer shall, inter alia, control and co-ordinate the movement of construction vehicles, be responsible for training the Contractor's staff in terms of site safety, ensure that reflective clothing is worn by all employees working on or near public roads, be responsible for implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic, ensure that all obstructions related to the Contractor's activities are removed before nightfall every day. He shall also be available after hours if required to rectify problems or deal with emergencies.

No payment will be made for the site safety officer. The rates tendered for Section 1500 shall be deemed to include full compensation for all costs pertaining to the site safety officer and his duties.

**(k) Site Personnel**

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the



engineer, ineffective shall be immediately replaced by the contractor.

**(l) Failure to comply with provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to deduct penalties as follows:

- A fixed penalty of E5 000.00 shall be deducted for each and every occurrence of non compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.
- In addition a time related penalty of E100.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the engineer. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

**SECTION B1600: OVERHAUL**

**B1602 DEFINITIONS**

**(b) Overhaul**

*Delete the subclause and replace with:*

“Payment shall only be made for materials hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance”.

**(d) Free-haul distance**

*Replace the last sentence with:*

“This distance shall be 1.0kilometre in the case of all overhaul materials”.

**B1603 MEASUREMENT AND PAYMENT**

*Amend Item 1602 as follows:*

Item	Unit
<b>B16.02 Overhaul on material hauled in excess of 1.0km.....</b>	cubic metre- kilometre (m <sup>3</sup> -km)

*“Delete the first paragraph of the first set of notes”*



**SECTION B1800: DAYWORK AND PLANT HIRE**

**B1801 SCOPE**

This part covers the work performed by the Contractor in terms of Clause 13.6 "Day Work" of the General Conditions of Contract.

**B1802 GENERAL**

The engineer may order in writing that any additional or substitute work be executed and paid for under the schedule for Daywork and Plant Hire.

The Contractor shall keep and submit records on the work performed in accordance with the requirements of Clause 13.6 "Day Work" of the General Conditions of Contract.

**B1803 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B18.01 Daywork</b>	
(a) Normal hours of duty.....hour (hr) (description of employee)	
(a) Overtime including Sundays and public holidays ..... hour (hr) (description of employee)	

The unit of measurement shall be the hour of time worked by the particular employee on the designated work.

The tendered rates shall include full compensation for all costs for the use of tools and equipment and financial charges of any description incurred by the Contractor and his Sub-contractor as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads and profit.

Item	Unit
<b>B18.02 Plant hire (description of plant).....</b>	hour (hr)

The unit of measurement shall be the hour actually worked by each plant (machine) on the designated work. Standing time will not be measured.

The tendered rates shall include full compensation for furnishing and using the plant including the cost of fuel, operators, maintenance, and for all other incidentals necessary to carry out the work.



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**SECTION B1900: PROVISION OF WATER**

**B1901 GENERAL**

The Municipality does not accept responsibility for the continuous availability of water from any source. The Contractor shall be responsible for the supply and transport of all water necessary for the due and proper performance of the contract, as described in details in the various sections of the Specifications. He shall provide all pumping, storage, bowsers and sprinklers of approved pattern capable of giving an even flow and distribution of water.

All water used for domestic and concrete purposes shall be subject to periodical approval by the Engineer. Samples of water shall be taken, as directed by the Engineer, at least once every 3 months and forwarded in clean glass containers - at least 2 litres - to an approved laboratory for testing.

The Contractor shall make his own arrangements with the owners of water supplies, and before water is drawn, copies of such agreement must be lodged with the Engineer.

**B1902 MEASUREMENT AND PAYMENT**

**(a) Water**

There will be no measurement or payment for any water used or consumed unless specifically provided for in other sections of this document.

Provisions for laying of dust, evaporation losses, wastage, etc. and for other water demands such as for concrete work, domestic purposes, etc. shall be deemed to be included in the Contractor's rates and prices for such work.

**(b) Ancillary construction works**

No payment shall be made for ancillary construction works (such as temporary dams boreholes, pipelines, reservoirs, access roads, etc) carried out by the Contractor in order to obtain water, or for the maintenance of any such ancillary construction works.



## SECTION 2100: DRAINS

### B2104: SUBSOIL DRAINS

#### (a) Materials

- (i) Synthetic fibre filter fabric

*Replace this sub-sub-clause with the following:*

“(iii) Synthetic fibre filter fabric or geotextile

The geotextile shall be manufactured for civil engineering purposes by a recognised manufacturer. It shall be manufactured from any suitable synthetic polymer, excepting polyamide, into a homogeneous sheet exhibiting uniform properties. These properties shall not be subject to significant degradation by the chemicals and organisms encountered in normal soils. Immersion in fresh or seawater during its design life shall not significantly alter the specified qualities of the geotextile.

When used for filtration, drainage or separation the filter properties of the geotextile/soil interface shall not develop a permeability lower than that of the surrounding soil during the design life of the structure. The geotextile shall have an initial permeability not less than ten times the permeability of the surrounding soil.

In order to ensure that the geotextile performs properly and survives the construction process, the grade of the geotextile to be used shall be specified according to the minimum index strength properties corresponding to the severity of the installation as given by the mechanical properties in tables 2104/3 and 2104/4.

Table 2104/3: Construction Survivability-Strength Requirements

PROPERTY	UNITS	GRADE					TEST METHOD
		1	2	3	4	5	
Trapezoidal tear	N	225	275	325	425	525	ASTM D4533-85
CBR	kN	1.5	2.0	2.5	3.0	4.0	SABS 0221-88
Dart test	mm	28	24	20	16	14	TRH 15 TEST METHOD B2
Tensile strength	kN/m	9	11	13	19	25	SABS 0221-88

Numerical values represent the **minimum** average values (in the weaker principle direction), except for the dart test where the numerical value represents the **maximum** allowable diameter of hole made by the falling dart.

Geotextile acceptance shall be based on the specified test methods.

Table 2104/4 : Installation Conditions relating to Grade of Geotextile

INSTALLATION CONDITION	GRADE				
	1	2	3	4	5
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with moderate degree of compaction*.	•				
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction*.		•			





Trench greater than 2.0 deep with smooth sides and rounded drainage stone, with moderate degree of compaction.			•		
Trench greater than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction*.				•	
Erosion protection with stone hand-packed directly onto geotextile (gabions and mattresses).			•		
Erosion protection with rock less than 100kg placed on geotextile protected by 150 – 300mm sand, or 'zero drop height' (dumped or packed riprap).				•	
Erosion protection with rock heavier than 100kg placed on geotextile protected by 150 – 300mm sand, or 'zero drop height' (dumped or packed riprap).					•

\* The geotextile under this installation condition shall exhibit an elongation characteristic of not less than 20% in both directions.

The engineer shall assess the severity of the installation and/or confirm the grade of geotextile to be used in each case.

In certain applications the following minimum hydraulic properties will apply or as decided by the engineer.

Table 2104/5: Hydraulic Properties

<i>PROPERTY</i>	UNITS	GRADE					TEST METHOD
		1	2	3	4	5	
Normal through flow @ 100mm head	ℓ/m <sup>2</sup> /s	20	20	20	20	20	SABS 0221-88
Planar through flow under a confining pressure of 100kPa	ℓ/m/h	10	14	19	26	34	ASTM D4716-87



**SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN PIPES, AND CONCRETE LININGS**

**B2307: MEASUREMENT AND PAYMENT**

*Add the following new items:*

Item	Unit
<b>B23.16 Selected gravel compacted to 93% of Mod AASHTO density under concrete sidewalk.....</b>	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre in place after compaction.

The tendered rate shall include full compensation for procuring method of substance quality, furnishing, placing, watering, and compacting the material to the specified density including a free haul of 1.0km.

Item	Unit
<b>B23.17 Concrete in sidewalks, class 25/19 including steel mesh, formwork, joints and class U2 surface .....</b>	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of concrete in edge side walks constructed as instructed.

The tendered rate shall include full compensation for furnishing, procuring and placing the concrete, include Ref 193 steel mesh, formwork, joints and the required surface finish.



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**SECTION 3100: BORROW MATERIALS**

**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

*Add the following after the first paragraph on subclause (a)*

“Before the contractor enters private property for the purpose of opening borrow pits, construction access roads, temporarily occupying certain land or inspecting relevant areas, he shall negotiate with the owners concerned and the local magistrate in Pigg’s Peak and advise them of his intentions, all in accordance with the provisions of the relevant Road Ordinance”.

“The Contractor will enter into negotiations with landowners only in regard to the compensation for borrow materials and will then pay such compensation to the owners”.

**B3107 CLASSIFICATION OF BORROW PITS FOR GRAVEL MATERIALS FOR PAVEMENT LAYERS**

*Add the word “pavement,” before the word “pitching” in the fourth line.*

**B3108 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B31.03 Finishing off borrow pits in :**

*Add the following to the payment paragraph:*

“Material shall be classified in accordance with the classification as described in Clause 3303 for excavations.”



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**SECTION 3400: PAVEMENT LAYERS OF GRAVEL**

**B3402 MATERIALS**

**(b) Compaction requirements**

The minimum in-situ dry density required for the various layers in terms of Modified AASHTO shall be as follows:

Selected subgrade/layer	93 %
Chemically stabilised subbase layer	95%



## SECTION 3500: STABILIZATION

### B3502: MATERIALS

The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the Engineer.

*All references to Ordinary Portland Cement shall be replaced with Portland Composite Cement (CEM II: 32.5).*

### B3503: CHEMICAL STABILIZATION

#### (e) Watering

The Contractor's attention is drawn to the provisions of the third paragraph of this standard clause, especially the second sentence, which states:

"The moisture content of the material during compaction shall never exceed 75% of the saturation moisture content of the natural material without stabilising agent".

This requirement will be rigorously enforced on site to reduce the occurrence and magnitude of shrinkage cracks.

#### (i) Construction Limitations

*Delete Table 3503/1 and replace with the following:*

Table 3503/1

Stabilizing Agent	Maximum period allowed after the addition of water to or the mixing thereof with the stabilizing agent has been started, until the completion of compaction
Portland Composite Cement	6 hours
Lime	12 hours
Lime/Milled Blast Furnace Slag or Fly Ash mixes	10 hours

*Add the following:*

"No stabilization shall be done with falling air temperatures, when the air temperature falls to below 7°C, or during rising air temperatures, when the air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilization operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

### B3509 ROUTINE AND INSPECTION TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

*Add the following:*

- (a) Rejection of stabilized layers:



Where newly constructed layers have been stabilized, and have been rejected, the following shall apply:

- (i) if rejected before seven (7) days – 50% stabilizing agent shall be added and the layer reworked;
- (ii) if rejected after seven (7) days – the material shall be removed and replaced and the layer reworked with 100% stabilizing agent.



**SECTION 3600: CRUSHED-STONE BASE**

*Add the following paragraph:*

This section also covers the quality of the G1 material produced at the crusher on the site.

**B3605 PROTECTION AND MAINTENANCE**

*Add the following:*

"No traffic shall be allowed on primed crushed-stone base layers except at intersections where specific protection arrangements shall be ordered by the engineer.

Sample holes in crushed stone base layers shall be backfilled as follows:

- (1) Sieve crushed stone base material through 19,0mm sieve and discard + 19,0mm size material.
- (2) Add 60% cationic emulsion to minus 19,0mm size material at an application rate of 1% of the loose mass of the material and mix properly. Add water and mix properly to bring material to optimum moisture content.
- (3) Place material to fill sample hole to  $\frac{1}{3}$  of the layer thickness and ram down with tamper with a mass of at least 5kg until no movement of the material is evident.
- (4) Repeat the filling and compacting operation for the next  $2 \times \frac{1}{3}$  layer thicknesses.
- (5) Finish off the surface of the backfilling and enrich the surface with a light application of 60% emulsion using a soft brush.
- (6) The density of the backfill material shall not be less than that of the surrounding base layer when tested with nuclear methods.

**B3607 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following:*

"Test results and measurements shall be assessed by the engineer according to the provisions of section 8300 (Scheme 2) of the standard specifications".

**B3608 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B36.01</b> Crushed stone base:	

*Add the following after the word testing "and backfilling of sample holes" in the second to last line of the last paragraph.*



**B4109      TESTING**

*Add the following:*

“No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site.”





## **B4214: QUALITY OF MATERIALS AND WORKMANSHIP**

### **(a) Routine Inspection and Tests**

*Add the following:*

Test results and measurements will be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2).



## **SECTION 5200 GABIONS**

### **B5203 CONSTRUCTING GABION CAGES**

#### **(e) Tolerances**

*Add the following:*

“The tolerances on the nominal mesh dimensions shall be as follows:

Smaller dimension	5mm
Larger dimension	20mm”

### **B5204 CONSTRUCTING GABIONS**

#### **(c) Assembly**

*Delete subclause and substitute with new subclause:*

#### **"(c) Assembly, erection and stretching**

##### **(i) Assembly**

Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even.

The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

##### **(ii) Erection**

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

##### **(iii) Stretching**

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.”

#### **(d) Rock filling**

*Add the following new sub-subclause:*

##### **“(iii) General**

Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and



with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m<sup>3</sup> of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up. Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

*Add the following new subclauses:*

**“(e) Final wiring**

Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures.

**(f) Cutting and folding mesh**

Only where directed for the purpose of forming mitre joints, angles, curves or slopes that are not possible to obtain in structures with standard rectangular gabions, shall a gabion mesh be cut, folded, and wired together. Such mesh shall be neatly cut, and the surplus mesh shall be completely removed, or folded back, or folded and tightly wired to an adjacent gabion face. The cut edges of the mesh shall be securely laced together with binding wire. The assembly, filling, and final wiring of re-shaped gabions shall otherwise be carried out as specified in clauses 5204 (b) and (c).

**B5205 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B52.03 Gabions</b> .....	cubic metre (m <sup>3</sup> )

*Add the following to the 2nd paragraph:*

The tendered rates shall also include full compensation for cutting and folding mesh where required.



## SECTION 5800 LANDSCAPING AND PLANTING PLANTS

### B5802 MATERIALS

#### (c) Grass Seeds

*Add the following:*

The seed mixture to be used shall be made up as given hereunder:

SEED TYPE	APPLICATION RATE
Eragrostis teff	1.5 kg/ha
Eragrostis curvula	2.0 kg/ha
Cenchrus ciliaris Molopo	10.0 kg/ha
Chloris gayana Katambora	15.5 kg/ha
Cynodon dactylon	16.5 kg/ha
Total	45.5 kg/ha

The contractor shall make his own arrangements to obtain the specified seed mixtures. Should specific species not be available, alternative seeds may be proposed by the contractor for consideration by the engineer at tender stage.”

#### (g) Topsoil

*Add the following at the end of the first paragraph:*

“The contractor shall ensure that all topsoil stockpile areas are kept clear of all undesirable plant species.”

*Add the following new paragraph:*

“The topsoil shall be kept free of all foreign material generated during construction. This shall include all stone and bituminous products. Topsoiling shall not be accepted should it contain any of the above material.”

### B5805 GRASSING

#### (g) Anti-erosion Compounds

*Add the following:*

The protective mixture to be used with the hydroseeding mixture on the slopes shall be “Verdyol Complex 60”, applied at a rate of 1 200kg/ha. The Contractor shall supply the Engineer with a certificate in which the supplier of “Verdyol Complex 60” certifies that his product was applied correctly with the hydroseeding mixture.

### B5804 PREPARING THE AREAS FOR PLANTS

*Add the following subclause:*

#### “(g) Removal of undesirable vegetation

During the course of the Contract the engineer may instruct the contractor to physically remove undesirable vegetation from within the site. Such an operation will take place before the flowering stage of the undesirable vegetation upon written instruction from the engineer, but shall not relieve the



contractor of his obligation towards weeding sodded, grassed areas as described under 5806(a) and any area directly affected by any construction activity. Should the contractor fail to respond to the written instruction from the engineer for the removal of the aforementioned undesirable vegetation before flowering, the contractor shall be held contractually responsible for any growth or seeding of said vegetation for a period of not less than twenty four (24) months in the affected area."

**B5806 ESTABLISHMENT AND MAINTAINING THE PLANTS**

**(a) Watering, weeding, mowing and replanting**

*Add the following:*

"The grass shall be mowed and the cuttings removed in one simultaneous operation and disposed of as directed."

**B5807 TREES AND SHRUBS**

*Add subclause:*

**(e) Weeding**

The contractor shall maintain all areas affected by construction activities free of all undesirable plant species. They shall be removed before the flowering stage of each species. Should the contractor fail to remove the alien plant species before flowering he shall be held responsible for alien plant removal within the affected area, for an additional period of one year, over and above the contractual one year maintenance period.

The method for the removal of undesirable plant species shall be either by hand, which shall include the removal of the complete root system, or by chemical means, through the use of a registered selective herbicide. A registered, licensed pest control operator, licensed for the industrial application of herbicides, shall only administer the application of the herbicide."



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**SECTION 5900:FINISHING THE CELL AND LANDSCAPPING AND TREATING OLD ROADS**

**B5902 FINISHING THE CELL AND LANDSCAPPING**

*Add the following to the first paragraph:*

The Contractor shall pay special attention to the collection and removal of all waste materials originating from construction and other rehabilitation activities. Excess aggregate shall not be discarded onto the side-slopes of the cell formation. These aggregates, together with all other materials trimmed or excavated from the cell shall be collected and removed from the cell surroundings to the satisfaction of the Engineer.

This requirement shall be incorporated in the tendered rates for Item 59.01 of the Schedule of Quantities.



## **PART C: COMPREHENSIVE MITIGATION PLAN (CMP)**

### **CONTENTS**

- C1. INTRODUCTION
- C2. POLICY STATEMENT
- C3. OBJECTIVES OF THE CMP
- C4. DESIGNATED ENVIRONMENTAL OFFICER
- C5. LEGAL REQUIREMENTS
- C6. MITIGATION MEASURES
- C7. MEASUREMENT AND PAYMENT

### **SUMMARY OF MITIGATION MEASURES**

#### **C.1 INTRODUCTION**

The CMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire cell project. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the contractor maintains adequate control over the project in order to:

- Minimise the extent of impact during construction;
- Ensure appropriate restoration of areas affected by construction;
- Prevent long-term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The contractor should also be aware that the Engineer would monitor the implementation of the procedures.

#### **C.2 POLICY STATEMENT**

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

#### **C.3 OBJECTIVES OF THE CMP**

The CMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The CMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

#### **C.4 DESIGNATED ENVIRONMENTAL OFFICER**

For the purpose of the CMP, a nominated representative of the contractor should be the designated environmental officer for the project. The nominated representative of the contractor will therefore



responsible for ensuring that the provisions of the CMP are complied with. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the engineer on site who will verify the information.

## **C5. LEGAL REQUIREMENTS**

In terms of the Swaziland National Regulations for Environmental Audit, Assessment and Review of Projects issued by the Swaziland Environmental Authority (SEA), no development project may proceed unless an Environmental Compliance Certificate (ECC) has been issued.

In order to obtain this certificate the project has been classified as a Category 3 project by the SEA. This classification requires that an Environmental Impact Assessment (EIA) and Comprehensive Mitigation Plan (CMP) be undertaken and submitted to the SEA for approval and issue of the relevant ECC.

The CMP developed from this requirement forms the basis of these Project Specifications.

## **C6. MITIGATION MEASURES**

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

### **C6.1 Establishment of site offices**

#### **(a) Site plan**

The contractor shall provide the engineer on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course.

The site plan shall be submitted before the site hand over meeting. Read with COLTO Specification 1302 (a), 1402 (e).

#### **(b) Vegetation**

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the engineer in writing, may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant should be cleared by hand before seeding. Read with COLTO Specification 5801(b), 5802(b), (c), (d), and (e), 5804, 5805, 5806 and 5807.

#### **(c) Rehabilitation**

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract. Read with COLTO Specifications 1302 (a), 5800 and 5900.





**(d) Water for human consumption**

Water for human consumption must be tested and treated in accordance with recommendations.

**C6.2 Sewage treatment**

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak aways, dry composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the site engineer.

Read with COLTO Specifications 1402 (g) and 1404 (a) and Part B of the Project Specifications, clause 1302 (d).

**C6.3 Waste management**

Waste management and waste minimisation must be implemented at the outset of the contract.

**(a) Litter**

No littering by construction workers must be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter. Read with COLTO Specification 1302 (b).

**(b) Removal of solid waste**

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the engineer. Read with COLTO Specification 1404 (a).

**(c) Hazardous waste**

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in an approved waste disposal site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

**C6.4 Soil management**

**(a) Topsoil**

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a maximum thickness of approximately 300 mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds



appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved waste disposal site. Read with COLTO Specifications 3104 (a), 5802 (a), (g), 5804 (a), (b), and (c).

**(b) Borrow material**

The contractor's attention is drawn to the requirements of Clause A.13 "Access to Land" and the CMP for the establishment, operation and rehabilitation of borrow pits. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities. Read with COLTO Specification 3100.

**C6.5 Discovery of archaeological sites, artifacts or graves**

**(a) Archaeological site**

If an artifact on site is uncovered, work in the immediate vicinity must be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The Ministry of Natural Resources and Environment must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with COLTO General Conditions of Contract Clause 4.24.

**(b) Graves**

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the Ministry of Natural Resources and Environment should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with COLTO General Conditions of Contract Clause 4.24.

**C6.6 Stockpiled material**

The contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the engineer's approval and at the contractor's cost.

Material removed from the existing site surface that is temporarily stockpiled within the landfill shall:

- be stockpiled so as to be as inconspicuous as possible;
- be prevented from contaminating water courses;
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the engineer



before such operation commences. Read with COLTO Specification 3202 and 4306.

## **C6.7 Fuel, diesel and other hazardous materials**

### **(a) Hazardous materials**

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the engineer.

### **(b) Fuel**

Should any fuel storage tank be required on site, the contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bunded to accommodate any spillage or overflow from these activities.

### **(c) Oil, grease**

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

### **(d) Cooking oil**

The contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

### **(e) Spillages**

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent operators to clear the affected area.

## **C6.8 General Considerations**

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

## **C7. MEASUREMENT AND PAYMENT**



The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Part C of the Project Specifications. All costs so incurred shall, save and except to the extent provided for in the Schedule of Quantities under SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.



## **SECTION 6**

### **LIST OF DRAWINGS**

### **LIST OF DRAWINGS**



The work shall be carried out in accordance with the following drawings, which form part of these contract documents.

These drawings are only for tendering purposes. A complete set of drawings shall be supplied to the Contractor in accordance with the project document.

<b>DRAWING NUMBER</b>	<b>DESCRIPTION</b>
1	- GENERAL LAYOUT
2	- LONGITUDINAL SECTION
2	- DETAILS



## SECTION 7

# BILL OF QUANTITIES

### PREAMBLE TO THE SCHEDULE OF QUANTITIES

- (1) For the purpose of this Schedule of Quantities the following words shall have the meanings hereby assigned to them:

Unit : The unit of The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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

Rate : The payment per unit of work at which the Contractor tenders to do the



Amount	:	The product of the Quantity and the Rate tendered for an item.
Lump Sum	:	An amount tendered for an item of which the extent is described in the Schedule of Quantities, the Specifications or elsewhere but the quantity of work is not measured in any units.

- (2) This Schedule of Quantities forms part of the Contract Documents and shall be read in conjunction with all the other documents comprising the Contract Documents.
- (3) The quantities set out in the Schedule of Quantities are approximate only and the quantities of work finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities shall be used for determining payments to the Contractor.

The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sum amounts tendered, subject only to the provisions of the General Conditions of Contract and the provisions of paragraphs 11 and 12 of this preamble.

- (4) Rates and lump sum amounts shall be inclusive of overheads, profits, incidentals, etc. and shall include full compensation for the completed items of work as specified. Full compensation for completing all the work shown on the Drawings and specified in the Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Schedule of Quantities, except in so far as the quantities given in the Schedule of Quantities are only approximate.
- (5) The Tenderer shall fill in a rate or lump sum to each item where provisions made therefore even where no quantities are given. Items against which no rate or lump sum is entered in the Tender will not be paid for when executed but payment for such work will be regarded as covered by other rates in the Schedule of Quantities.
- (6) The Works as executed will be measured for payment in accordance with the methods described in the Contract under the various pay items notwithstanding any custom to the contrary.
- (7) The quantities of work or material stated in the Schedule of Quantities shall not be considered as binding or extending the amount of work to be done or quantity of material to be supplied by Contractor.
- (8) The quantities of material or work stated in the Schedule of Quantities shall not be regarded as constituting authorisation to the Contractor to order material or execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements therefore.





- (9) The short description given of pay items in the Schedule of Quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made inter alia to the Drawings, Standard Specifications, Project Specifications and General Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.

- (10) Reference shall be made to Clause 13.5 of the General Conditions of Contract regarding Provisional Sums.

**(11) ERRORS IN TENDERS:**

The rates filled in by the Tenderer in the Form for the submission of Tenders shall be final and binding for purposes of tendering and errors resulting from incorrect extensions or additions shall be corrected in such a way that the rates remain unaltered.

**(12) UNBALANCED RATES OR AMOUNTS**

A Tender may be rejected if the unit rates or amounts for some of the items in the Schedule of Quantities are in the opinion of the Employer unreasonable or out of proportion, and the Tenderer fails, within a period of fourteen (14) days after having been notified in writing by the Employer to adjust the unit rates or amounts of such items, to make such adjustments.

**(13) UNITS OF MEASUREMENT**

The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities are as follows:

mm	=	millimetre	ha	=	hectare
m	=	metre	kg	=	kilogram
m <sup>2</sup>	=	square metre	kl	=	kiloliter
m <sup>3</sup>	=	cubic metre	t	=	ton(1 000 kg)
km	=	kilometre	l	=	litre
km-pass	=	kilometre-pass	%	=	percentage
m <sup>3</sup> -km	=	cubic metre-kilometre	Prov.sum	=	Provisional sum
h	=	hour	P.C.	=	Prime Cost
mth	=	month	L.S.	=	Lump sum
No.	=	Number	E.O.	=	Extra Over

All rates and sums of money quoted in the Schedule of Quantities shall be in Emalangenii.

**(14) ITEM NUMBERS**

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by a letter B refer to pay items described under Part B of the Project Specifications, C for items described under Part C and so on for further parts of the Project Specifications.

**(15) "RATE ONLY" ITEMS**

The Tenderer shall fill in a rate opposite all items where the words "rate only" appear in the "Amount" Column. The intention is that although no work is foreseen under such an item, and no quantities are accordingly given in the "quantity" column, the tendered rate shall apply in the event of work under this item being actually required. Tenderers' attention is directed to the provisions of Clause 12 of this preamble



## **SECTION 8**

### **FORMS AND DATA SHEETS TO BE COMPLETED BY TENDERER**



**TENDER No. 11 OF 2019/2020**

**for the**

**CONSTRUCTION OF LANDFILL CELL**

**FORMS AND DATA SHEETS  
TO BE COMPLETED BY TENDERER**

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**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**TENDER No 11 OF 2019/2020**

**for the  
CONSTRUCTION OF LANDFILL CELL**

**B. SCHEDULE OF CONSTRUCTION PLANT**

The provisions of Sub-clause 4.17 of the general conditions of contract shall apply to the schedules of constructional plant appearing below.

The tenderer shall state below the constructional plant that will be immediately available by virtue of outstanding orders, and the constructional plant that will be acquired or hired for the work should he be awarded the contract.

**(a) Constructional plant immediately available**

DESCRIPTION, SIZE, CAPACITY	NUMBER

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



- (b) **Constructional plant on order that will become available**  
(Statement to give details of arrangements made, with date of delivery)

DESCRIPTION, SIZE, CAPACITY	NUMBER

- (c) **Construction plant that will be acquired or hired**  
(Statement to give details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

SIGNED ON BEHALF OF TENDERER: \_\_\_\_\_



**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**C. ALTERATIONS BY TENDERER**

<b>PAGE</b>	<b>DESCRIPTION</b>

Notes to tenderer:

- 1. The original tender MUST be priced**
2. When submitting an alternative tender, the contents of notes 19 and 29 under “Notes to Tenderers” shall be followed.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_





**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**D: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

The Tenderer shall insert in the spaces provided below a complete list of the last 10 civil engineering contracts awarded to him. This information will be deemed to be material to the award of the contract.

EMPLOYER NAME	TEL No.	CONSULTING ENGINEER	TEL. No.	NATURE OF WORK	VALUE OF WORK (Emalangeni)	YEAR COMPLETE D

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**E. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall, in the table below, state the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates. The amounts for provisional sums and contract price adjustments shall not be included.

<b>MONTH</b>	<b>VALUE OF WORK</b>
1	<b>E</b>
2	<b>E</b>
3	<b>E</b>
4	<b>E</b>

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



---

**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**F: CERTIFICATE OF TAX CLEARANCE**

The tenderer shall attach to this page a current Tax Clearance which shall be obtained by the tenderer from the Swaziland Revenue Authority.

In the event of a joint venture each member shall comply with the above requirement.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**Note: Compulsory - Applies only to Tenderers registered in the Kingdom of Swaziland (even if they are members of a joint venture with a foreign partner).**



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**TENDER No 11 OF 2019/2020**

**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**G: TRADING LICENCE**

The tenderer shall attach to this page a valid trading licence which shall be obtained by the tenderer from the Department of Commerce (Ministry of Commerce, Industry and Trade).

In the event of a joint venture each member shall comply with the above requirement.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**Note: Compulsory - Applies only to Tenderers registered in the Kingdom of Swaziland (even if they are members of a joint venture with a foreign partner).**



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**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**H: CERTIFICATE OF COMPLIANCE**

The tenderer shall attach to this page a valid Certificate of Compliance which shall be obtained by the tenderer from the Department of Labour.

In the event of a joint venture each member shall comply with the above requirement.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**Note: Compulsory - Applies only to Tenderers registered in the Kingdom of Swaziland (even if they are members of a joint venture with a foreign partner).**



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**TENDER No 11 OF 2019/2020**

**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**I: ORIGINAL RECEIPT OF DOCUMENT PURCHASE**

The tenderer shall attach to this page the necessary receipt which shall be obtained by the tenderer from the Pigg's Peak Town Council Offices.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**Note: Compulsory - Applies to every Tender submitted.**



**TENDER No 11 OF 2019/2020**

**for the  
CONSTRUCTION OF LANDFILL CELL**

**J: SCHEDULE OF SPECIALIST SUBCONTRACTORS**

With regard to Subclause 4.4 of the General Conditions of Contract:

The tenderer shall list below the special items of work on this contract. Alternatives may be mentioned.

The tenderer shall state whether he intends to carry out any specialized work himself.

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

**SPECIALISED ITEM**

**NAME OF SPECIALIST SUBCONTRACTOR**

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

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**TENDER No 11 OF 2019/2020**  
**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**K: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_





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**TENDER No 11 OF 2019/2020**

**for the**  
**CONSTRUCTION OF LANDFILL CELL**

**L. PROPOSED PROGRAMME**

**The programme shall include the schedule of plant and equipment for each activity for the duration of the Contract.**

**The Tenderer is advised to provide the Preliminary Programme of works in sufficient detail since failure to comply with this may result in disqualification of the bid.**

**The programme shall distinctly outline the critical path.**



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**TENDER No 11 OF 2019/2020**

**for the**

**CONSTRUCTION OF LANDFILL CELL**

**M. CONSTRUCTION INDUSTRY COUNCIL CERTIFICATE OF REGISTRATION**



**TENDER No 11 OF 2019/2020**

**for the**

**CONSTRUCTION OF LANDFILL CELL**

**N: CERTIFICATE OF TENDER COMPLIANCE**

**Note to tenderer**

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

<b>FORM No.</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLETED</b>
A	CERTIFICATE OF SITE INSPECTION	
B	SCHEDULE OF CONSTRUCTION PLANT	
C	ALTERATIONS BY TENDERER	
D	SCHEDULE OF WORK CARRIED OUT BY THE TENDERER	
E	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
F	CERTIFICATE OF TAX CLEARANCE	
G	TRADING LICENCE	
H	CERTIFICATE OF COMPLIANCE	
I	ORIGINAL RECEIPT OF DOCUMENT PURCHASE	
J	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
K	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
L	PROPOSED PROGRAMME	
M	CONSTRUCTION INDUSTRY COUNCIL REGISTRATION CERTIFICATE	



## **SECTION 9**

### **TENDER AND PERFORMANCE BONDS**



## FORM OF PERFORMANCE BOND

**Contract No.:** Tender No: 11 OF 2019/2020

**Employer:** Pigg's Peak Town Council

**Contractor:** \_\_\_\_\_

**Description of Contract:** Tender No: 11 OF 2019/2020 for the Construction of LANDFILL CELL

I/We, the undersigned \_\_\_\_\_  
(Bank or Insurance Company)

do hereby bind as surety and co-principal debtors in solidum for the due performance of the Contract by the above-named Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (*specify amount of bond*).

\_\_\_\_\_ (E \_\_\_\_\_) and will lapse fourteen (14) days after the expiry of the Defects Liability Period in terms of the Contract, unless the Surety is advised in writing by the Employer before the issue of the said Certificate of the intention to institute claims and particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

### FOR AND ON BEHALF OF

\_\_\_\_\_ (Surety)

at \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_

Capacity: \_\_\_\_\_

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

\_\_\_\_\_



**FORM OF TENDER BOND**

**Contract No.:** Tender No: 11 OF 2019/2020

**Employer:** Pigg's Peak Town Council

**Contractor:** \_\_\_\_\_

**Description of Contract:** Tender No: 11 OF 2019/2020 for Construction of LANDFILL CELL

Sir

Whereas \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
(name and address of Tenderer)

called "the Tenderer", has submitted his tender for the above works as Tender No. \_\_\_\_\_

\_\_\_\_\_ and whereas it has been stipulated that the Tenderer shall furnish you with a Tender Deposit (bank guarantee) which may be called upon under these conditions.

If the Tenderer withdraws his tender during the period of validity of his tender; or if the Tenderer, having been notified of the acceptance of his tender by you during the period of tender validity, fails within the specified time to execute the Contract Agreement or suffers the disqualification of his tender or fails within the specified time limit to furnish the required Performance Bond;

and whereas we, the undersigned \_\_\_\_\_  
(name and address of the Bank or Surety)

have agreed to give the Tenderer a bank guarantee. Therefore, we hereby guarantee as primary obligor and not merely as a surety, on behalf of the Tenderer, the payment to you, without contestation and upon receipt of your first written demand declaring that the amount claimed by you is due to you owing to the occurrence of any one or more of the above conditions, of a sum of E.....

This guarantee will remain in force up to and including 60 days after the period of tender validity.

Signature and Seal of the Guarantors: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_



## **SECTION 10**

# **QUALIFICATION DATA**



## APPLICATION FORM (1)

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

### GENERAL INFORMATION

All individual firms and each partner of a joint venture applying for qualification are requested to complete the information in this form. Nationality information should be provided for all owners or Applicant's who are partnerships or individually-owned firms.

Where the Applicant proposes to use named subcontractors for critical components of the works, the following information should also be supplied for the specialist subcontractor(s), together with a brief description of their specialized input.

1.	Name of Firm:	
2.	Head Office Address:	
3.	Contact:	
4.	Telephone:	Fax:
5.	Place of Incorporation/Registration:	Year of Incorporation/Registration:

Nationality of Owners*		
Name:		Nationality:
1.		
2.		
3.		
4.		





5.		
----	--	--

**APPLICATION FORM (2)**

**TENDER No: 11 OF 2019/2020**

**FOR THE**

**CONSTRUCTION OF LANDFILL CELL**

**GENERAL EXPERIENCE RECORD**

*Name of Applicant or Partner of a Joint Venture:*

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed.

Use a separate sheet for each partner of a joint venture.

Annual Turnover Data (Construction Only)	
Year	Turnover (Emalangeni)
1.	
2.	
3.	
4.	
5.	

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**\*PLEASE NOTE - VALUES OF TURNOVER MUST BE INDICATED IN EMALANGENI ONLY**



**APPLICATION FORM (2A)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**JOINT VENTURE SUMMARY**

**Names of All Partners of a Joint Venture**

1. Lead Partner

2. Partner

*Total value of annual construction (and/or equipment, goods or services which apply to this contract) turnover, in terms of work billed to clients.*

<i>Annual Turnover Data (Construction only)</i>				
<b>Partner</b>	<b>Form 2 Page No.</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
1. Lead Partner				
2. Partner				

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**APPLICATION FORM (2B)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**JOINT VENTURE AGREEMENT**

To: Pigg's Peak Town Council  
PO Box 479  
**PIGG'S PEAK**  
H100

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to the Construction of the LANDFILL CELL.

They hereby declare:

1. that they will legalise a Joint Venture Agreement in case that a Contract for the Construction of LANDFILL CELL is awarded to their group;
2. that they have nominated ----- (*name of the lead partner*) as the Sponsor Firm of the group for the purpose of this Tender;
3. that they have authorized Mr/Mrs ----- (*name of person who is authorized to act as the Representative on behalf of the Joint Venture*) to act as the Tenderer's Representative in the name and behalf of the group;
4. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract;
5. that this Joint Venture is an association constituted for the purpose of the execution of the Construction of the LANDFILL CELL.
6. that if the Employer accepts the Tender of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract without prior consent of the Employer;
7. that each partner's share of the Work, stated as percentage of the total Contract amount, shall be as follows:



<b>Name of Partner</b>	<b>Share of the Work (as percentage of the Contract Amount)</b>
<b>1. Lead Partner</b>	
<b>2. Partner</b>	
<b>Total</b>	<b>100</b>

Give names and positions of the proposed Joint Venture Representatives, as well as organization's names and addresses:

<b>1.</b>	Name:	Signature:
	Position:	Date:
	Representative of (Organization's Name)	

<b>2.</b>	Name:	Signature:
	Position:	Date:
	Representative of (Organization's Name)	

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**APPLICATION FORM (3)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**PARTICULAR EXPERIENCE RECORD**

*Name of Applicant or Partner of a Joint Venture:*

To qualify, the Applicant shall be required to pass the specified requirements applicable to this form.

On a separate page, using the format of Form (3a), the Applicant is requested to list all contracts of a value at least equivalent to E....., \*\* of a similar nature and complexity to the contract for which the Applicant wishes to qualify and undertaken during the last Five (5) years. The partners of a joint venture should provide details of similar contracts proportionate to their share in the joint venture. The value should be based on the currencies of the contracts, at the date of substantial completion, or for current contracts at the time of award. The information is to be summarized, using Form (3a), for each contract completed or under execution, by the Applicant or by each partner of a joint venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, the information in the following forms should also be supplied for each specialist subcontractor.

It may be permissible to request applicants to enclose evidence documents for work in progress or completed, only to the extent that it does not discourage the Applicant's from submission of applications. Use copy of certificates is recommended.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

\* This amount should be similar to the Applicant or partner's contribution to the joint venture.



**APPLICATION FORM (3A)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY**

*Name of Applicant or Partner of a Joint Venture:*

Use a separate sheet for each Contract.

1.	Name of Contract:
2.	Country:
3.	Name of Employer:
4.	Employer Address:
5.	Nature of Works and Special Features relevant to the Contract for which the Applicant wishes to qualify:
6.	Contract Role (check one): Sole Contractor    Management Contractor    Subcontractor    Partner in a Joint Venture
7.	Value in specified currencies at completion, or at date of award for current Contracts: <ul style="list-style-type: none"> <li>▪ Total Contract Amount: _____ (Emalangeni);</li> <li>▪ Sub-Contract Amount (if the role was subcontractor): _____ (Emalangeni);</li> <li>▪ Responsible Contract Amount (if the role was a partner in a joint venture):            _____ (Emalangeni)      _____ (Percentage of Share)</li> </ul>
8.	Date of Award:
9.	Date of Completion:
10.	Contract/subcontract duration (Year and Months): <div style="text-align: right;">Years                      Months</div>
11.	Specified Requirements**:
12.	Consulting Engineer (Name, Tel. No. and Fax No.)

\* The Applicant should insert any specified contractual criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete.



**APPLICATION FORM (4)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**SUMMARY SHEET:**  
**CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS**

*Name of Applicant or Partner of a Joint Venture:*

*Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.*

Name of Contract	Value of Outstanding Work (Emalangeni)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



## APPLICATION FORM (5)

### TENDER No: 11 OF 2019/2020 FOR THE CONSTRUCTION OF LANDFILL CELL

#### PERSONNEL CAPABILITIES

*Name of Applicant:*

For specific positions essential to contract implementation, Applicant's should provide the names of at least two (2) candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form (5a) for each candidate.

#### 1. REQUIREMENTS

Position	Total Work Experience (Years)	In Similar Works Experience (Years)
Contracts Manager	10	7
Site Agent	7	5
Safety Health and Environmental Compliance Officer	7	5

#### 2. CANDIDATES

1.	Title of Position*
	Name of Prime Candidate
	Name of Alternative Candidate
2.	Title of Position*
	Name of Prime Candidate
	Name of Alternative Candidate
3.	Title of Position*
	Name of Prime Candidate
	Name of Alternative Candidate

SIGNED ON BEHALF OF TENDERER: \_\_\_\_\_





# APPLICATION FORM (5A)

**TENDER No: 11 OF 2019/2020**

**FOR THE**

**CONSTRUCTION OF LANDFILL CELL**

## CANDIDATE SUMMARY

<i>Name of Applicant:</i>
---------------------------

Position:		Candidate:	
		Prime	Alternative
<b>Candidate Information</b>	1. Name of Candidate:	2. Date of Birth:	
	3. Professional Qualifications:		
<b>Present Employment</b>	4. Name of Employer:		
	Address of Employer:		
	Contact (Manager/Personnel Officer):		
	Fax No.:	Phone No.:	
	Job Title of Candidate:	Years with Present Employer:	

*Summarize professional as requested in Application Form 5, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.*

From	To	Company/Project/Position/Relevant Technical and Management Experience

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



**APPLICATION FORM (6)**

**TENDER No: 11 OF 2019/2020**

**FOR THE**

**CONSTRUCTION OF LANDFILL CELL**

**EQUIPMENT CAPABILITIES**

*Name of Applicant:*

*The Applicant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Applicant's..*

Item of Equipment		
<i>Equipment Information</i>	1. Name of Manufacturer:	2. Model and Power Rating:
	3. Capacity:	4. Year of Manufacture:
<i>Current Status</i>	5. Current Location:	
	6. Details of Current Commitments:	
<i>Source</i>	7. Indicate Source of the Equipment:	
	Owned	Rented      Leased      Specially Manufactured

*Omit the following information for equipment owned by the Applicant or partner.*

<i>Owner</i>	8. Name of Owner:	
	9. Address of Owner:	
	Telephone No.:	Contact Name and Title:
	Fax No.:	Telex No.:
<b>Agreements</b>	Details of rental/lease/manufacture agreements specific to the Project:	



**APPLICATION FORM (7)**

**TENDER No: 11 OF 2019/2020**  
**FOR THE**  
**CONSTRUCTION OF LANDFILL CELL**

**FINANCIAL CAPABILITY**

*Name of Applicant or Partner of a Joint Venture:*

*Applicant's, including each partner of a joint venture, shall submit audited financial statements for the last Three (3) years and must demonstrate the soundness of the Applicant's financial position showing long-term profitability. Each applicant or partner of a joint venture must fill in this form. If necessary use separate sheets to provide banker information.*

<i>Banker</i>	Name of Banker:	
	Address of Banker:	
	Contact Name and Title:	
	Telephone No.:	Fax No.:

*Summarize actual assets and liabilities for the previous three (3) years. Based upon known commitments, summarize projected assets and liabilities in Emalangeneni for the next two (2) years, unless the withholding of such information is justified by the Applicant to the satisfaction of the Employer.*

<i>Financial Information in Emalangeneni Equivalent</i>	<i>Actual: Previous Three (3) Years</i>			<i>Projected: Next Two (2) Years</i>	
<b>1. Total Assets</b>	<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>
<b>2. Current Assets</b>					
<b>3. Total Liabilities</b>					
<b>4. Current Liabilities</b>					
<b>5. Sales</b>					
<b>6. Ordinary Profits</b>					
<b>7. Profits before Taxes</b>					
<b>8. Profits after Taxes</b>					

*Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments for other contracts*



Source of Financing	Amount (Emalangenì )
1.	
2.	
3.	
4.	

Attached audited financial statements for the last three (3) years (for the individual Applicant or each partner of a joint venture).

Applicant's should be requested to submit a bank reference letter from a reputable commercial bank to the effect that such bank certifies the financial capability of the Applicant's to meet their financial obligation to perform the said contract and considers to issue a specific line of credit when and if the contract is awarded to the Applicant's.

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_



## APPLICATION FORM (8)

### LITIGATION HISTORY

*Name of Applicant or Partner of a Joint Venture:*

*Applicant's, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution (Instruction to Applicant's, paragraph 4.8). A separate sheet should be used for each partner of a joint venture.*

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation, and Matter in Dispute	Disputed Amount (current value, Emalangeni )

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

