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# MANKAYANE TOWN BOARD



**TENDER NO.  
MANKAYANE/WKS/001/2023-2024**

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**CONSTRUCTION OF THE EXTENSION OF TITANDINI  
ROAD PHASE II AND A LOW-LEVEL CROSSING ON D2  
ROAD, IN MANKAYANE TOWN**

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## TENDER DOCUMENT

**CLIENT:**  
Mankayane Town Board  
P.O. Box 388  
Mankayane  
Eswatini

**PREPARED BY:**  
Eswatini Consulting Engineers (Pty) Ltd  
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## Invitation for Bids (IFB)

**Tender No:- MANKAYANE/WKS/001/2023-2024**

**Project Name:** - Construction of the Extension of Titandini Road and a Portal culvert on D2 Road in Mankayane

**Closing Date:** - March 13, 2024

The Mankayane Town Board invites tenders from suitably qualified Civil Engineering Contractors locally (Eswatini) registered under **CATEGORY C1**, with the Construction Industry Council (CIC), for the Construction of the extension of Titandini Road, and a Portal Culvert on D2 Road.

The works to be carried out under this contract shall include the following: -

- **Construction of Titandini (365m) Roads from Gravel to Bitumen standards. The roads also include the provision of pedestrian walkways and associated stormwater drainage facilities.**
- **The demolishing of the existing structure, traffic accommodation and construction of a new 5 cell, 2100mmx2100mm Portal Culvert, including protection works.**

The Project duration is **3 months from commencement date.**

The qualifications required from Tenderer's include the following:

- Trading License
- Tax Compliance Certificate for Swazi Government Tenders
- Labour Compliance Certificate
- Construction Industry Council registration certificate
- Joint venture or partnership agreement (if applicable)
- Power of Attorney / Authority for Tender signatory
- Work Programme

Tender documents will be available for download from **Friday, February 02, 2024**, from the following **ESWATINI PUBLIC PROCUREMENT REGULATORY AGENCY (ESPPRA)** website,

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<https://esppra.co.sz/sppra/tender.php>, for a non-refundable amount of **E500.00 (FIVE HUNDRED EMALANGENI ONLY)**. Payments should be made at reception, Mankayane Town Board Building in Mankayane.

Tenders to be submitted to Mankayane Town Board Tender Box in a sealed envelope with the project name and tender number not later than **10h00 Noon, Wednesday, March 13, 2024, at: Reception of Mankayane Town Board Building, in Mankayane.**

The address for the purpose of Tender submission is: -

Attention: **The Town Clerk**  
**Mankayane Town Board**  
**P. O. Box 388**  
**Mankayane**

There will be a **Compulsory Site Inspection** and briefing session on **Friday, February 9, 2024, at 1000 Hrs.** An Engineer will meet prospective Tenderer's representatives at the Mankayane Town Board Offices.

Tender queries or clarifications will be open until **17h00, on Wednesday, March 6, 2024** and can be directed to the Mankayane Town Clerk offices via email at [townclerk@mankayane.co.sz](mailto:townclerk@mankayane.co.sz) Cc. [engineering@mankayane.co.sz](mailto:engineering@mankayane.co.sz).

**Note:**

- \*No telegraphic, facsimile, electronic, late tenders will be accepted.**
- \*\*Mankayane Town Board does not bind itself to accept the lowest or any tender.**
- \*\*\*Mankayane Town Board does not bind itself to award the tender.**

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## Section I. Instructions to Bidders

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## Instructions to Bidders (ITB)

### A. General

- |                                |  |
|--------------------------------|--|
| <b>1. Scope of Bid</b>         | <p>1.1 The Employer as defined in Section II “Bidding Data Sheet” (<b>BDS</b>), invites bids for the construction of Works, as described in the <b>BDS</b> and Section VI, “Particular Conditions of Contract” (PCC). The name and identification number of the Contract are provided in the <b>BDS</b> and the PCC.</p> <p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the <b>BDS</b> and PCC 1.1 (r).</p> <p>1.3 Throughout these Bidding Documents:</p> <p style="margin-left: 40px;">(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p style="margin-left: 40px;">(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p style="margin-left: 40px;">(c) “Day” means calendar day.</p>  |
| <b>2. Source of Funds</b>      | <p>2.1 Eswatini Government CIP Grant</p>   |
| <b>3. Fraud and Corruption</b> | <p>3.1 The Contractor should be aware that a Contractor who engages in corrupt, collusive, fraudulent, obstructive or coercive practices will have their Bid rejected and may further be subject to the prosecution under the laws of Eswatini.</p> <p style="margin-left: 40px;">(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="margin-left: 40px;">(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p style="margin-left: 40px;">(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p style="margin-left: 40px;">(iv) “coercive practice” is impairing or harming, or threatening to</p> |

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- Corruption** impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- 4. Eligible Bidders**
- 4.1 Eligible Bidders are **only** Bidders that received an invitation to Tender.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**
- 4.3 N/A
- 4.4 N/A
- 4.4 N/A
- 4.5 N/A
- 5. Qualifications**
- 5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification

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**of the Bidder**

Information, Letter of Acceptance, and Agreement,” a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS:**
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) total monetary value of construction works performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) major items of construction equipment proposed to carry out the Contract;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;
  - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

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- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) a copy of the Joint venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the product resulting from multiplying the estimated annual cash flow for the Contract **indicated in the BDS** by the multiple **indicated in the BDS**;
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity

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equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for a 7½-percent margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

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- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 Bidders shall attend a site visit at the address specified above no later than the time and date **specified in the BDS**.

### B. Bidding Documents

- 9. Contents of Bidding Documents** 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |  |
|--------------|--|
| Section I    | Instructions to Bidders  |
| Section II   | Bidding Data Sheet   |
| Section III  | Eligible Countries   |
| Section IV   | Forms of Bid, Qualification Information, Letter of acceptance, Agreement |
| Section V    | General Conditions of Contract   |
| Section VI   | Particular Conditions of Contract  |
| Section VII  | Specifications   |
| Section VIII | Drawings   |
| Section IX   | Bill of Quantities   |
| Section X    | Forms of Securities; and   |
|              | Invitation for Bids  |
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of** 11.1 Before the deadline for submission of bids, the Employer may

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## Bidding Documents

modify the Bidding Documents by issuing addenda.

- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### C. Preparation of Bids

#### 12. Language of Bid

- 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**

#### 13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section IV);
  - (b) Bid Security, or Bid-Securing Declaration, in accordance with ITB Clause 17, if required;
  - (c) priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

#### 14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

- 14.3 All duties, taxes, and other levies payable by the Contractor ~~under the Contract or for any other cause, as of the date 28~~

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days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

14.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and PCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Particular Conditions of Contract and GCC Clause 47.

## 15. Currencies of Bid and Payment

15.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Employer's country as **specified in the BDS** Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in up to three foreign currencies.

15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

## 16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Securing Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in

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## ITB Clause 17.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

**17. Bid Security  
and Bid-  
Securing  
Declaration**

17.1 **If required in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as specified in the BDS.

17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;
- (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security or Bid-Securing Declaration included in Section X "Security Forms," or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 17.5 are invoked;

- (e) be submitted in its original form; copies shall not be accepted;

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period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security or the Bid- Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

17.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
  - (i) sign the Contract; or
  - (ii) furnish the required performance security.

17.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 34; or furnish a performance security in accordance with ITB 35;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

## 18. Alternative

18.1 Alternatives shall not be considered, unless specifically **allowed**

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**Proposals by  
Bidders**

**in the BDS.** If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

- (a) Option One. A bidder may submit alternative bids with the base bid and the Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
- (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

18.2 Alternative bids 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.

**19. Format and  
Signing of Bid**

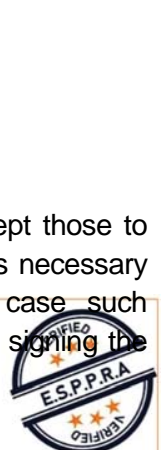
19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid 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 Bidder, in which case such

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Bid.

- 19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### D. Submission of Bids

#### 20. Submission, Sealing and Marking of Bids

- 20.1 Bidders must always submit their bids by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS**;
  - (b) bear the name and identification number of the Contract as **defined in the BDS** and PCC; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

#### 21. Deadline for Submission of Bids

- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

#### 22. Late Bids

- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.

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### 23. Withdrawal, Substitution and Modification of Bids

- 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid -Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid.

## E. Bid Opening and Evaluation

### 24. Bid Opening

- 24.1 The Employer shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening

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except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

24.4 The Employer shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.

## 25. Confidentiality

25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

## 26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid 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 Bids in accordance with ITB Clause 28.

## 27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security or the Bid Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the

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Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall 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 shall 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 shall 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 shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).

## 29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in the currency of the Employer's Country in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.

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### 30. Evaluation and Comparison of Bids

- 30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work,<sup>1</sup> where priced competitively;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
  - (e) Imbalance in Tendered Rates
- 30.3 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 Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.
- 30.5 To assist in the examination, evaluation and comparison of tenders, the Employer may, at its discretion, ask the Tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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30.6 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 43 be requested to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained.

30.7 Acceptance or rejection of tender offer will be communicated by a formal acceptance or rejection letter sent by email, directly to the Tenderer. An acceptance by such letter will not mean the Employer is binding itself to an agreement. The Employer shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction *void ab initio*.

30.8 There are five components in the technical evaluation process, which are all non-financial. Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

#### **A. Responsiveness of Tender Assessment**

This will determine whether (YES/NO): -

- All required documentation and information have been submitted;
- All the tenders have been appropriately signed and authorised;
- The document has been submitted in the correct format;
- The correct number of legible copies has been submitted;
- The tender is valid for at least the period required;
- The tender has been submitted without material reservations or deviations from the conditions of the tender document.

#### **B. Resources and Capability Assessment**

This will address the experience of the Tenderer as well as the capability and qualifications of the key personnel who will be operating under the contract, including the management and supervisory back up. Where appropriate, reference checks are essential and must cover aspects such as:

- The Tenderer's track record: i.e. past performance of similar contracts; industry knowledge;
- The availability of trade references (A list of at least three suitable references is to be provided to support this process);
- The contractors managerial and expertise capacity (as evidenced by sound management practices as well as qualifications, experience and extent of involvement/availability of key personnel and supervisory staff) to deliver the services.
- Project implementation plan.

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### C. Technical Assessment

The technical assessment will establish whether the tender meets the requirements set out in the specification and, if not, the significance of any variation from that specification.

### D. Risk Assessment

The assessment will establish all risk factors which may be prejudicial to the Employer and performance of the contract. This may include ascertaining the integrity and general conduct in business dealings, professional conduct of the Tenderer's directors and senior management; compliance with the law and encumbrances which may hinder due performance under the contract. This may involve investigations into whether any of the directors and senior managers have criminal records in connection with corruption, fraud, theft or forgery; financial track record of the Tenderer, etc.

### E. Promotion of Swazi Business

This criterion shall determine the extent to which ownership of the business is vested in Swazi citizens and/or the extent to which the Tenderer will: -

- Encourage Swazi citizens to be involved in business;
- Improve levels of Swazi citizens' participation in the Employer's business;
- Enhance economic development for Swazi citizens;
- Increase the numbers and types of Swazi business activities in the area;
- Promote opportunities for employment of Swazi citizens and
- Promote business enterprise development for Swazi citizens.

Where the scope of the works is of a highly specialised nature or the successful Tenderer is non-Swazi, the Employer shall negotiate with the successful Tenderer to sub-contract or partner with a service provider who is a Swazi citizen.

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## EVALUATION CRITERIA

Non-Price Elements: Criteria are summarised below: -

<b>ELEMENTS</b>
<p><b>1. Responsiveness of Tender</b></p> <ul style="list-style-type: none"> <li>- all required documentation and information have been submitted;</li> <li>- all the tender documents have been appropriately signed and authorised;</li> <li>- the document has been submitted in the correct format; and</li> <li>- The correct number of legible copies has been submitted.</li> </ul>
<p><b>2. Resources and Capability</b></p> <ul style="list-style-type: none"> <li>- Resource allocation &amp; organisation and how these fits into the overall project structure;</li> <li>- Reputation/brand/size of Tenderer;</li> <li>- Key personnel, relevant qualification(s) and relevant experience; <ul style="list-style-type: none"> <li>• <b>Contract Manager:</b> B-tech/Degree and 10 years' experience in works of equivalent nature;</li> <li>• <b>Site Agent:</b> Diploma and 5 years' experience in works of equivalent nature;</li> <li>• <b>General Foreman:</b> 5 years' experience in works of equivalent nature</li> </ul> </li> <li>- Key personnel commitment to this project as a percentage of their total time;</li> <li>- Trade references of projects of similar scope and magnitude, from 3 previous Clients.</li> <li>- Project implementation plan.</li> </ul>
<p><b>3. Technical Capability</b></p> <ul style="list-style-type: none"> <li>- Quality of the product/service, i.e. extent to which it meets tender specification or scope.</li> <li>- Listing of any other value adds that may accrue to the Employer from the partnership.</li> <li>- Understanding of the terms of reference and methodology.</li> <li>- A list of relevant/similar projects completed within the last 10 years, complete with date, description, Project cost.</li> </ul>

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#### 4. Risk Assessment

- All risk factors which may be prejudicial to the Employer and performance of the contract, including but not limited to availability of resources (human, financial or suitable equipment for the tender) or extent of the Tenderer's commitment in other projects;
- Size of the tender in relation to the size of the company in order to determine the ability to complete the tendered works;
- Ascertaining the integrity and general conduct in business dealings, professional conduct of the Contractor's directors and senior management;
- Compliance with the law; (e.g. workmen's compensation etc.)
- Circumstances which may expose the Employer and hinder due performance under the contract, e.g., criminal records in connection with corruption, fraud, theft or forgery by the contractor's directors and management etc.

#### 5. Swazi Business Promotion

- Degree to which ownership of business vests with Swazi citizen;
- Degree to which business is managed by Swazi citizen.
- Extent to which the Tenderer will:
  - a. Encourage more Swazi citizens to be involved in business;
  - b. Encourage the impartation of technical and business skills to Swazi citizens;
  - c. Improve levels of Swazi citizens participation in the Employer business;
  - d. Promote opportunities for employment of Swazi citizens;

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- 31. Preference for Domestic Bidders**
- 31.1 If so, **indicated in the BDS**, domestic contractors may receive a margin of preference in Bid Evaluation, for which this clause shall apply.
- 31.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:
- (a) be registered within the country of the Employer's country;
  - (b) have majority ownership by nationals of the country of the Employer's country;
  - (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.
- 31.3 The following procedure shall be used to apply the margin of preference:
- (a) Responsive bids shall be classified into the following groups:
    - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 31.2; and
    - (ii) Group B: all other bids.
  - (b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

## F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

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**33. Employer's Right to Accept any Bid and to Reject any or all Bids**      33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**34. Notification of Award and Signing of Agreement**      34.1 Following the contract award decision, the Employer shall prepare a notice which shall be sent by email directly to all Bidders who submitted Bids, and published on the ESPPRA website.

The notice shall include the results identifying the bid and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall allow a period of ten working days to elapse from the date of despatch and publication of the notice, before the contract is awarded. After publication of the notice, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of the notice requests the Employer in writing to explain on which grounds its bid was not selected.

34.2 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Employer shall 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").

34.3 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.4 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be signed by the

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Employer and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.

### 35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Employer, or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer's country.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

### 36. Advance Payment and Security

- 36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

### 37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. **If the Bidder disagrees with this proposal, the Bidder should so state**

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in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the PCC at the request of either party.

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## Section II. Bidding Data Sheet

<b>A. GENERAL</b>	
<b>ITB 1.1</b>	<p>The Employer is <b>Mankayane Town Board</b></p> <p>The Works are as follows: -</p> <ul style="list-style-type: none"> <li>- The Construction of Titandini Road from gravel to bitumen standards, measuring approximately 350m. The road includes the provision of a pedestrian walkway and related stormwater drainage facilities.</li> <li>- The demolishing of the existing structure, traffic accommodation and construction of a new 5 cell, 2100mmx2100mm Portal Culvert, including protection works.</li> </ul> <p><b>PROJECT NAME: CONSTRUCTION OF THE EXTENSION OF TITANDINI ROAD AND A LOW-LEVEL CROSSING ON D2 ROAD IN MANKAYANE TOWN</b></p> <p><b>TENDER NO: MANKAYANE/WKS/001/2023-2024</b></p>
<b>ITB 1.2</b>	The Intended Completion Date is <b>3 months from commencement date.</b>
<b>ITB 2.1</b>	<p>The Project is: <b>Construction of the extension of Titandini Road and a Low-Level Crossing on D2 Road in Mankayane Town</b></p> <p><b>Tender No. MANKAYANE/WKS/001/2023-2024</b></p>
<b>ITB 5.3<sup>2</sup></b>	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: <b>Any additional materials required to be completed and submitted by the Bidders are:</b>

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ITB 5.3 <sup>3</sup>	<p>a) <b>Original Tax Compliance Certificate</b></p> <p>b) <b>Certified copy of Labour Compliance Certificate</b></p> <p>c) <b>Certified copy of Certificate of Registration with the Construction Industry Council under category C1</b></p> <p>d) <b>Details of works of a similar nature that the Contractor has executed during the last five years and level of involvement.</b></p> <p>e) <b>Qualifications and experience of proposed key site management and technical personnel for the Contract;</b></p> <p>f) <b>Details and Inventory of the plant that the Tenderer proposes mobilising for the project, including details of plant /equipment ownership</b></p> <p>g) <b>Power of Attorney / Authority for Tender signatory.</b></p>
ITB 5.4	The Bidder that does not own the copyright of the goods it offers to supply shall be required to submit with its bid, the Copyright Authorization using the form included in Section IV Bidding Forms.
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows:
ITB 5.5 (a)	N/A
ITB 5.5 (b)	N/A
ITB 5.5 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <p>Motor Grader Type: 120 kW (min)</p> <p>Tipper Trucks – 6 m<sup>3</sup> (min)</p> <p>TLB – 67.5kW (min)</p> <p>Water Bowser – 5000 litres (min)</p> <p>Flat/Pad Rollers – 12 ton (min)</p> <p>Front End Loader (FEL): 1.5 m<sup>3</sup> (min)</p>

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<b>ITB 5.5 (d)</b>	<p>The essential qualifications and experience for proposed key staff shall be:</p> <p>Contract Manager – Btech / Degree and 10 years’ experience in works of equivalent nature.</p> <p>Site Agent – Diploma and 5 years’ experience in works of equivalent nature.</p> <p>General Foreman – 5 years’ experience in works of equivalent nature.</p>
<b>ITB 5.5 (e)</b>	N/A
<b>ITB 5.6</b>	Subcontractors’ experience and resources shall be taken into account.
<b>ITB 8.1</b>	<p>There will be a compulsory site inspection and briefing session on <b>February 02, 2024, at 1000 Hrs.</b> An Engineer will meet prospective Tenderer’s representatives at the Mankayane Town Board Offices.</p>
<b>B. BIDDING DOCUMENTS</b>	
<b>ITB 10.1</b>	<p>The Employer’s address for clarification is:</p> <p style="text-align: center;"><b>The Town Clerk Mankayane Town Board P. O. Box 388 Mankayane Tel: 2538 8001 / 2538 8215</b></p>
<b>C. PREPARATION OF BIDS</b>	
<b>ITB 12.1</b>	The language of the bid is: <b>English</b>
<b>ITB 14.4</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 44.
<b>ITB 15.1</b>	The currency of the Employer’s country is <b>Emalangeni</b> .

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ITB 15.2	The authority for establishing the rates of exchange shall be <b>The Central Bank of Eswatini</b> .
ITB 15.4	Bidders <b>are</b> required to substantiate the rates and prices.
ITB 16.1	The Bid shall be valid for <b>90 day</b> .
ITB 17.1	Bid does not require a Bid security.
ITB 17.7	N/A
ITB 18.1	Alternative Bids <b>shall not be</b> considered.
ITB 19.1	The number of copies of the Bid to be completed and returned shall be 1 <b>(One) Original and 1 (One) Copy</b>
<b>D. SUBMISSION OF BIDS</b>	
ITB 20.1	Bidders may submit their bids electronically: <b>No</b> .
ITB 20.2 (a)	The Employer's address for the purpose of Bid submission is: Attention: <b>The Town Clerk</b> <b>Mankayane Town Board</b> <b>P. O. Box 388</b> <b>Mankayane</b> <b>Tel : 2538 8001 / 2538 8215</b>
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.  <b>CONSTRUCTION OF LOW LEVEL CROSSING ON D2 ROAD IN MANKAYANE URBAN AREA</b>  <b>TENDER No.: MANKAYANE/WKS/001/2023-2024</b>

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ITB 20.2 (c)	The warning should read <b>DO NOT OPEN BEFORE March 13, 2024; 1200Hrs</b>
ITB 21.1	The deadline for submission of bids shall be <b>BEFORE March 13, 2024; 1200Hrs</b>
<b>E. BID OPENING AND EVALUATION</b>	
ITB 24.1	The bid opening shall take place at:  <b>The Mankayane Town Board Mankayane Eswatini</b>  <b>Date: Wednesday, March 13, 2024; Time: 1200 Hrs</b>
ITB 31.1	Domestic contractors shall receive a margin of preference in Bid evaluation.
<b>G. AWARD OF CONTRACT</b>	
ITB 35.1	The Standard Form of Performance Security acceptable to the Employer shall be a <b>Bank Guarantee of 5% or a Performance Bond of 30% of the Contract Sum, respectively.</b>
ITB 36.1	The Advance Payment shall be limited to <b>20</b> percent of the Contract Price
ITB 37.1	The mediation referred to in Sub-Clause 37.1 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 Eswatini Association of Architects, Engineers and Surveyors (SAAES).

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## Section IV. Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement

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# 1. Contractor's Bid

.....[date]

Identification No and Title of Contract: .....

To: *[name and address of Employer]*

Having examined the Bidding Documents, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[insert amount in numbers]*, *[insert amount in words]* *[insert name of currency]*.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals <i>[insert local]</i>	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:

Amount	Currency
(a)	N/A

We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

**[or]**

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible, or under the Employer’s country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

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## 2. Qualification Information

### 1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 5.5(a)]* years *[insert amounts in the national currency equivalent]*
- 1.3 Number *[insert number pursuant to BDS sub clause 5.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 55(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]*

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

- 1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

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- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, etc. *[List below and attach copies.]*
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

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- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS.

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### 3. Letter of Acceptance

*[letterhead paper of the Employer]*

*[insert date]*

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the BDS]* for the Contract Price of *[insert amount in numbers and words]* *[Emalangen]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

*[insert one of the following (a) or (b) options]*

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Agreement

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# 4. Agreement

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]* \_\_\_\_\_  
was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_  
in the presence of: \_\_\_\_\_

Binding Signature of Employer *[signature of an authorized representative of the Employer]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

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## Section V. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller ad measurement contracts and lump sum contracts.

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# General Conditions of Contract

## A. General

### 1. Definitions

#### 1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 41 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

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- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (q) Adjudicator means the single person appointed under Clause 23.
- (r) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (s) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (t) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (u) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

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- (y) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (z) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (aa) PCC means Particular Conditions of Contract
- (bb) The Site is the area **defined as such in the PCC**.
- (cc) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (dd) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ee) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ff) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (gg) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (hh) A Variation is an instruction given by the Project Manager which varies the Works.
- (ii) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC

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to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>4</sup> and
  - (i) Any other document **listed in the PCC** as forming part of the Contract.

- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC.**
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's

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obligations.

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

## 9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination

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directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

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- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is

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intended to be carried out.

## 22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit, and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

## 23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

## 24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the**

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**PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC**.

## B. Time Control

### 25. Program

25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

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- 26. Extension of the Intended Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management

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meeting and stated in writing to all who attended the meeting.

- 30. Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects**
- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the

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Contractor shall pay this amount.

#### D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price**
- 36.1 In the case of an ad measurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
  - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations**
- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation

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for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an ad measurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

### **38. Cash Flow Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### **39. Payment Certificates**

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project

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Manager.

39.4 The value of work executed shall comprise:

- (a) In the case of an ad measurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### 41. Compensation Events

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the

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Site Possession Date pursuant to GCC Sub-Clause 20.1.

- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been

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provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### 43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### 44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>5</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### 46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

#### 47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager

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shall certify that the Works are complete, although they may not be due to be complete.

#### 48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### 49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

#### 50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each

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completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### 51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### E. Finishing the Contract

#### 52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

#### 53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

#### 54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

#### 55. Operating and Maintenance Manuals

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from

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payments due to the Contractor.

## 56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the

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Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## 57. Fraud and Corruption

57.1 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>6</sup>;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>7</sup>;
- (iii) "collusive practice" is an arrangement between two or more parties<sup>8</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening

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to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>9</sup>;

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 22.2.

## 58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## 59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

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- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

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## Section VI. Particular Conditions of Contract

<b>A. GENERAL</b>	
<b>GCC 1.1 (d)</b>	The financing institution is <b><i>The Eswatini Local Government</i></b>
<b>GCC 1.1 (s)</b>	The Employer is:  <b><i>Mankayane Town Board</i></b> <b><i>P. O. Box 388, Mankayane</i></b> <b><i>Eswatini</i></b> <b><i>Contact Person : Mr. Phumlani Dlamini</i></b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b>3 Months after the Commencement Date</b>
<b>GCC 1.1 (y)</b>	The Project Manager is :  <b><i>Eswatini Consulting Engineers (Pty) Ltd</i></b> <b><i>Plot 278, Lomadvokola Street, Mbabane</i></b> <b><i>P O Box 305, Mbabane</i></b> <b><i>Eswatini</i></b> <b><i>Contact Person: Mr. Rasheed Mohammed</i></b>
<b>GCC 1.1 (aa)</b>	The Site is located at <b><i>Mankayane</i></b> and is defined in <b><i>Drawing No. MTB-XL01</i></b>
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b><i>Fourteen days after the signing of the contract</i></b>
<b>GCC 1.1 (hh)</b>	The Works consist of <b><i>Upgrading of the extension of Titandini Road from gravel to bitumen standards, measuring approximately 365m. The roads also include provision of pedestrian walkways and related stormwater drainage facilities. Additionally, the works include the construction of a 5 cell, 2100 x 2100 portal culvert.</i></b>

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<b>GCC 3.1</b>	The language of the contract is <b>English</b> . The law that applies to the Contract is the law of <b>The Kingdom of Eswatini</b> .
<b>GCC 5.1</b>	The Project manager <b>may</b> delegate any of his duties and responsibilities.
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <b>E300,000.00 min and the deductible is E30,000.00</b> (b) for loss or damage to Equipment: <b>Covered under Contractors All Risk Insurance</b> (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract is <b>E1,000,000.00 and the deductible is E100,000.00</b> . (d) for personal injury or death: (i) of the Contractor's employees: <b>E1,000,000.00</b> of other people: <b>E1,000,000.00</b>
<b>GCC 14.1</b>	N/A
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>14 Days after the signing of the Contract or Site Hand Over</b> .
<b>B. TIME CONTROL</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within <b>14</b> days from the date of the Letter of Acceptance.
<b>GCC 25.3</b>	The period between Program updates is <b>30</b> days. The amount to be withheld for late submission of an updated Program is <b>E500/day</b> .
<b>C. QUALITY CONTROL</b>	

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<b>GCC 33.1</b>	The Defects Liability Period is: <b>12 months</b> .
<b>D. COST CONTROL</b>	
<b>GCC 43.1</b>	The currency of the Employer's country is: <b>Emalangeni</b>
<b>GCC 44.1</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <b>does not</b> apply.  The coefficients for adjustment of prices are: <b>N/A</b>
<b>GCC 45.1</b>	The proportion of payments retained is: <b>10 percent</b>
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <b>0.07 percent of the final Contract Price per day</b> . The maximum amount of liquidated damages for the whole of the Works is <b>5 percent</b> of the final Contract Price.
<b>GCC 48.1</b>	The Advance Payments shall be: <b>20 Percent and shall be paid to the contractor not later than 28 days after the submission of the bank guarantee</b> .
<b>GCC 49.1</b>	The Performance Security shall be as follows:  (a) Bank Guarantee: <b>5 percent</b> . (b) Performance Bond: <b>30 percent</b> .
<b>E. FINISHING THE CONTRACT</b>	
<b>GCC 55.1</b>	The date by which operating and maintenance manuals are required is <b>30 days after completion</b>  The date by which "as built" drawings are required is <b>30 days after completion</b> .
<b>GCC 55.2</b>	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is

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	<b><i>E2,500 (Emalangen) per Calendar Week.</i></b>
<b>GCC 56.2 (g)</b>	The maximum number of days is: <b>28 days.</b>
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>10 percent.</b>

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## Section VII. Project Specifications

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**A) DESCRIPTION OF THE WORKS****1) SCOPE OF WORKS**

The scope of the works to be carried out under in this contract covers the following: -

- Upgrading of Titandini Road, measuring approximately 365m, from gravel to bitumen standards. And will include provision of stormwater drainage facilities and pedestrian walkways.
- The demolishing of the existing structure, traffic accommodation and construction of a new 5 cell, 2100mmx2100mm Portal Culvert, including protection works.

**2) MAJOR ITEMS OF WORKS**

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

- i). The establishment of Contractor's camps and plant on site
- ii). Traffic Accommodation.
- iii). Setting out of works including level control;
- iv). The relocation of and protection of existing services;
- v). Clearing and grubbing of the areas on which construction is to take place;
- vi). Construction of some 0.365km of road layer works using cement stabilised gravel material for the subbase course, G1 type material for the base course and Asphalt wearing course;
- vii). Construction of 1.2 wide concrete paved sidewalks;
- viii). Construction of kerbing and channelling along sidewalks, concrete lined open drains;
- ix). Construction of Ø600 mm pipe culverts;
- x). Construction of 30mm asphalt surfacing;
- xi). Protection works, landscaping, topsoiling and grassing;
- xii). Finishing off of road, road reserve and borrow pits;
- xiii). Demolishing of existing pipe culverts;
- xiv). Construction of 5 x 2100 x 2100 portal culverts;
- xv). Construction of Gabion boxes;
- xvi). Construction of Reno mattresses;
- xvii). Construction of 300mm thick stone pitching;
- xviii). Maintenance of the works for a period of twelve (12) months

**B) CLIMATIC CONDITIONS**

Climatic conditions on the site are typical of those prevailing in the Eswatini Lowveld Region. Average annual rainfall is between 500 to 900mm of which the majority falls between October and March. Summer months are extremely hot with little rain whilst winter months are generally warm and dry.

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**C) ACCESS**

The roads that are undergoing the rehabilitation are within the Mankayane Town, hence access is within the Central Business District (CBD).

**D) NATURE OF GROUND AND SUBSOIL CONDITIONS*****Natural Ground***

Essentially the soil conditions consist of imported graveling wearing course and very fine in-situ gravel material. The provision of this data does not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself concerning all matters relating to site soil conditions.

***Construction Material***

The Contractor shall be responsible for identifying sources of suitable borrow materials, obtaining the necessary permission and permits, and for payment of all royalties due on materials obtained on or off site. He will also be required to obtain approval from the Engineer for each source of materials as detailed in the relevant sections of these Specifications.

**E) 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 will therefore be included as a Provisional Sum in the tendered rates of which if exceeded shall not be paid unless authorized by the Engineer.**

**F) ACCESS, CONSTRUCTION AND SERVICE ROADS**

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

Dust on any gravel roads utilised by the Contractor shall be suppressed through continuous watering.

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

The maintenance and reinstatement costs, where necessary, of all roads utilised by the Contractor for construction and access shall be covered by the rates submitted for pay item under Section 1500 "Traffic Accommodation".

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**G) SITE FACILITIES AVAILABLE*****Source of Water Supply***

The Contractor will be required to make his own arrangements for obtaining both domestic and construction water.

***Source of Material***

The Contractor will be required to source their own borrow pits for construction purposes.

***Source of Power Supply***

The Contractor will be required to make his own arrangements for a temporary electrical connection.

***Location of Construction Camp***

The Contractor's construction camp may be located in the vicinity of the area designated for such by the Engineer. The Contractor is to provide a separate fenced-off compound within this area.

***Accommodation for Workers***

Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

**H) SITE FACILITIES REQUIRED*****Temporary Offices***

Accommodation for the Engineer's staff is not required on site, however the Contractor shall provide a suitably furnished office, as part of his own establishment, for the conduction of site meetings.

***Sanitary Facilities***

The Contractor shall provide and maintain adequate ablution facilities, using chemical toilets with a flushing mechanism and a hand basin at the site camp for his employees and visitors

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## I) FEATURES REQUIRING SPECIAL ATTENTION

### Flexibility of Construction Activities

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

### Quality control and quality assurance measures

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

The Contractor shall keep a life cycle history, in check-list format, of the following aspects, inter-alia (The actions, tests, results, remedial measures etc taken and the dates on which they were executed shall be described).

- |                         |   |
|-------------------------|---|
| 1) Vegetation clearing. |   |
| 2) Topsoil stripping:   | Conservation, stockpiling, reinstatement thickness. |
| 3) Services crossed:    | Position, authority informed, damage, protection.   |
| 4) Survey:              | Pre-excavation, setting out, ground levels.         |
| 5) Pipe control:        | Pre-delivery inspection.                            |
| 6) Excavation:          | Width, profile, water, pumping                      |
| 7) Pipe lay:            | Position, jointing invert level.                    |
| 8) Concrete works:      | Slump, cube strength, curing.                       |
| 9) Backfilling          | Layer thickness, density tests.                     |
| 10) Bedding             | Quality, density                                    |
| 11) Materials           | Compliance with specification.                      |
| 12) Existing Services   |   |

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

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

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In as much as their positions are known, existing services will be indicated on the construction plans.

#### **J) SITE SUPERVISION AND TESTING**

The Contractor shall ensure that sufficient qualified and experienced supervisory staff, the required transport, instruments, equipment and tools are available to control his own workmanship. The Engineer or his representative will not act as foreman or surveyor and in instances where this should be required due to inadequate/inexperienced supervision, the cost thereof shall be borne by the Contractor.

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

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

#### **K) ORDERING OF ACCESSORIES**

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

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

#### **L) RESTRICTION ON BLASTING**

Blasting shall only be permitted on the instruction of the Engineer.

#### **M) SITE MEETINGS**

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

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**N) DRAWINGS**

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

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

**O) EXISTING SERVICES**

The Contractor shall obtain copies of record drawings showing the location of services from all the relevant authorities and all services indicated on these plans shall be deemed to be indicated on the Contract drawings as per the standard specifications.

The Contractor shall take particular care to avoid damage to all services on the site, and shall carefully expose existing pipes and underground cables at intervals so as to determine their exact depth and location before commencing excavation in the immediate vicinity.

**P) EXISTING ACCESS TO RESIDENTS AND BUSINESS AREAS**

The Contractor shall plan and prepare his construction activities in this area to ensure minimum disturbance to the local Residences and Business. He shall bear in mind that extended working hours will not be possible in this area. The Contractor will be held responsible and accountable for any damage, consequential or otherwise, related to claims from the community due to negligent, uncooperative or malicious behaviour of the Contractor or his personnel. Further, existing services which are affected by construction activities on or to the Works such as paved roads, water, telephone and electrical reticulation shall be maintained and/or rehabilitated to their original state. Of major importance is the generation of dust and noise nuisance, which shall be kept to a minimum. The Contractor shall make every effort not to influence the residents in this regard.

He is further warned that claims for any such disturbances will be born entirely by himself and that he is to ensure that all measures are taken to prevent them and he is also to indemnify the Client against any such claims.

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It will be the full responsibility of the Contractor to ensure the safety of the residents in these areas at all times. He shall take all actions necessary to ensure this, inclusive, but not limited to the cordoning off of sections of Works with fences to prohibit access to areas where heavy machinery and/or excavations may pose a danger to the residents. However, during this exercise, adequate access shall be afforded to the residents to their properties at all times, even if this means the provision of temporary access facilities.

All construction activities have the potential of creating disturbance to neighbouring residents. To minimise the negative impact of, for example, creating hostility within surrounding communities, a system of soliciting and recording concerns and complaints shall be implemented with clear responsibility assigned to organisations to resolve any concerns or complaints.

To minimise impacts associated with complaints arising from the activities of the project, the following mitigation is required of the Contractor:

- ❖ Design, to the satisfaction of the Engineer, and implement a complaints registration system
- ❖ A Complaints Register is to be kept at the Site Office into which project related complaints from any interested and affected person can be recorded. The Register will request the name, address, telephone/fax numbers (or other appropriate contact details) and description or nature of the complaint
- ❖ Notify surrounding residents that a complaints system is available and provide them with details of how a complaint can be lodged and the purpose of having such a system. The Contractor must respond immediately to all complaints from all complainants with the aim of removing the source of complaint or explaining or minimising the source of the complaint
- ❖ A monthly summary of all complaints received with a description of the resolution activities is to be produced and entered into official project management documentation and the Project Compliance Report submitted to the SEA

#### **Q) SURVEY BEACONS**

All known survey beacons will be shown to the Contractor on site at the handover meeting, and noted.

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**R) SPOILING LOCATIONS**

Contractor will be required to identify suitable spoiling locations and obtain permission for their use. He will also be responsible for meeting all costs arising from the use of a particular dumping site.

The Contractor is to obtain approval from the Engineer for the use of each spoiling location before utilising it.

**S) GROUND CONDITIONS**

The Contractor will be responsible for keeping excavations free from ground water and for the safety of such excavations.

**T) REJECTED WORK AND MATERIALS**

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

**U) ENVIRONMENTAL CONTROL**

The following generic environmental control measures are required to be implemented by the Contractor.

**i). General**

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

- ❖ Excessive dust. Final effluent may be used for dust control.
- ❖ Burning of the veld or grazing.
- ❖ Damage to fauna and flora.
- ❖ Damage to private or rented property.
- ❖ Damage to existing or new structures and services.
- ❖ Uncontrolled dumping.
- ❖ Damage to the works being carried out by subcontractors.

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The contractor shall plan and conduct all his construction activities in such away that the above incidents are avoided at all costs.

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

ii). Impact on *Cyathea dregei*

The tree fern is found along the drainage lines on the periphery of the proposed township. These trees should be left undisturbed and impact on the drainage lines minimised during construction. In addition water flow in the drainage lines should not be altered.

iii). Alien weed management and land rehabilitation

Weeds present a threat to the natural vegetation of an area. The control of the most aggressive weeds *Lantana camara*, *Acacia mearnsii* (wattle) and *Eucalyptus* spp. (gum) would initiate the rehabilitation process and also help reduce the rate of spread into surrounding areas.

The further spread of *Lantana camara*, *Acacia mearnsii* (wattle) and *Eucalyptus* spp. (gum) into the surrounding vegetation needs to be prevented Refer to the Alien Weed Atlas for Eswatini and the Working for Water website for details and advice on alien weed control.

<http://www.kbraunweb.com/alienplants/specieslist>

iv). Road Surfacing and Sealing

These construction activities, if not properly managed, will result in soil and water pollution due to spillage of bitumen and other petroleum products, use of loose road fill material which can be washed into water courses and run-off increasing erosion rates. The following shall be implemented by the Contractor:

- ❖ Restrict all bitumen tanker filling operations to one protected area (preferably the Contractors site offices and storage area)
- ❖ During the bitumen spraying operations operators must be carefully supervised to minimise wasteful use of the bitumen and to ensure only designated areas are sprayed with the bitumen.
- ❖ Notify all roadside communities one week in advance of surfacing operations to request that all cattle and other livestock are kept off the road - failure to do so can result in cattle walking, urinating and defecating on the road thereby disturbing the quality of the sealant.
- ❖ Where and when necessary, access across the road must be made available for cattle going to local dipping tanks to cross without disturbing the works Inform all roadside residents on methods to

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remove bitumen from feet, shoes, tyres and car surfaces should they accidentally walk or drive on any wet bitumen .

v). Other generic mitigation measures include:

The Contractor shall minimise the areas of disturbance outside of the construction areas.

Avoid clearing any trees over 5m in height.

The Contractor shall ensure that any topsoil and subsoil excavated during construction, is stockpiled.

The Contractor shall ensure that runoff water exiting the project area is done so in a non-erodible manner with stones pitched or concreted drains all the way to the edge of the property and then a metre drain to spread the discharge in a non-erodible manner. All culvert outfalls must be protected by rockfill (or similar) to minimize erosion.

Both headwalls of the culverts are to be protected from erosion (usually achieved with use of blocks or natural materials)

The Contractor shall ensure that all disturbed areas are rehabilitated as soon as the disturbing force has been removed.

If any activity causes complaints from neighbouring residents, the Contractor shall investigate the source of the noise causing the complaint and do whatever is necessary to reduce the level of the noise to an acceptable level.

As part of the project and Contractors environmental responsibility, rehabilitation of all disturbed areas shall be carried out by the Contractor. Such areas include the access roads, Contractors camp and borrow areas.

The Contractor shall make available rubbish bins at the Contractors site offices and works areas. Arrange for the regular removal of collected refuse to the refuse dump. Collected waste is to be burned regularly to keep volumes down and sanitized. The rubbish pit is to be fenced off to prevent scavengers from gaining entry.

Contractor is to ensure that workers receive consistent education from the Family Life Association of Eswatini (FLAS) or other suitably experienced NGO on HIV/AIDS/STDs; freely available condom supplies to be maintained on site.

The Contractor is responsible for the health and safety of his employees and as such must abide by all employment, health and safety regulations that currently govern this type of project. All disciplinary matters must be handled by existing legal structures.

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All temporary structures and their foundations used in any of the construction activities must be removed and disposed of in an approved manner.

*The costs associated with the above generic environmental specifications and all other reasonable environmental controls required to ensure a clean, healthy and sustainable environment shall be deemed to be included in the tendered rates.*

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## 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 1100: DEFINITION AND TERMS B1115: GENERAL CONDITIONS OF CONTRACT**

The General Conditions of this Contract are The General Conditions of Contract for Standard Bidding Document: Procurement of Works Smaller Contract, issued by the World Bank May 2004, revised May 2007.

## **SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS**

### **B1202 SERVICES**

*Add the following first paragraph:*

“All reference to services in this clause shall mean utility services”.

### **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 all special non-working days defined in C1.2.2 Contract Data.

And add the following sub clause

“(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. Such a revision shall be submitted for approval within fourteen days of the demand.”

### **B1209 PAYMENT**

(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 associated cost with procuring, transporting and compacting as specified.

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*Add the following subclauses:*

“(g) Work in confined areas

Except where provided for in the specification **AND** the 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) Rates to remain unchanged when scope of work changes

The rates and prices in the Schedule of Rates shall be final and binding throughout the period of the Contract and the Defects Liability Period, irrespective of the percentage variation in the scope of works.

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

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

“(including road studs)”

*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 roadway 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 also have 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 CPA.
- (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.

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**B1215 EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER**

*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:*

"Add the following to this clause:

Extension of time for completion arising from abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the formula given below. It shall be calculated for the whole period for completion of the Contract, including any extension thereof:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

The symbols shall have the following meanings:

V = extension of time in calendar days in respect of the calendar month under consideration.

Nw = actual number of days during the calendar month on which a rainfall of Y mm or more recorded.

Nn = average number of days, as derived from existing rainfall records on which a rainfall of Y mm or more has been recorded for the calendar month.

Rw = actual rainfall in mm for the calendar month under consideration.

Rn = average rainfall in mm for the calendar month, as derived from the rainfall records.

X = 20

Y = 10

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

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The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration, but if the grand total is negative the time for completion shall not be reduced due to lack of rain. Extensions of time for part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ .

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds  $Y$  mm. The factor  $(R_w - R_n) / X$  shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall does not exceed  $Y$  mm but wet conditions prevent or disrupt work. The formula does not take account of flood damage which could cause further or concurrent delays, which should be treated separately as far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Existing rainfall records are available through the Meteorological Office of the Ministry of Natural Resources. Rainfall records from the nearest Meteorological Station shall be used for establishing the values of  $R_n$  and  $N_n$ .

## **B1222 USE OF EXPLOSIVES**

*Delete the contents of Clause 1222 and replace with:*

The use of blasting will not be permitted. All excavation in intermediate material, hard rock and boulders near existing buildings shall be carried out either by wedging and splitting, the use of pneumatic tools or by any other method which may be approved by the Engineer in writing.

## **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 ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements.”

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Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
52.5	CEM I	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42.5R	CEM I	Rapid hardening	-	-	-	Rapo	-
42.5	CEM I	OPC*	Portland cement	Duratech	-	OPC	-
	CEM I	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32.5R	-	-	-	-	-	-	
32.5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose Cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/ PFAC**	-	Structrete	-	Surecrete	-
	CEM IIIA	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22.5	MC 22.5X	PFAC***	Multi Purpose Cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12.5	MC 12.5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12.5	Mortacem	-	-	-	-	-

## Notes:

\*

OPC cements previously performed approximately as CEM 1 32,5R products

\*\* PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

\*\*\* Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X"

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Add the following clauses:

**“B 1230 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 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”.

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 road 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.

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.

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## SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

### B1302 GENERAL REQUIREMENTS

(a) Camps, plant and testing facilities

*Delete the contents of the 2<sup>nd</sup> sentence in the first paragraph and replace with:*

A suitable site shall be made available for erection of the Contractor's camp at the position indicated at the site inspection and the extent of the Contractor's camp shall be restricted to the area agreed upon and indicated during the Site inspection and the camp shall be fenced in.

Delete the words accommodation in paragraph 3.

Add the following new subclause

“(d) Contract sign Boards.

The Contractor shall supply, erect where directed, maintain and remove on completion two (2) project notice boards of substantial construction, approximately 8m<sup>2</sup>, with the project description, and names of the Employer, Engineer and Contractor painted on, all in accordance with the Eswatini Association of Architects, Engineers and Surveyors' standard details. The boards shall be mounted 3m above the ground level on two steel supports firmly set in the ground.

### B1303 PAYMENT

*Delete the third paragraph commencing “Should the final value of the work (excluding any payments.....”*

*Delete the 11<sup>th</sup> paragraph commencing “The tendered rate per month for sub item 13.01(c) ..... and replace with:*

“The tendered rate per month for sub item 13.01 (c) & (d) represents full compensation for that part of the contractor's general obligations that are mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date (as defined in the Particular Conditions of Contract under Subclause 8.1) until the end of the period for completion of the works, plus any extension thereof as provided in subclause 8.4 of the general conditions of contract.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of subclause 8.4 of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is “month”. All pay items for which the unit of measurement is “month” are deemed to be based on 23 working days per month.”

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*Insert the following paragraph:*

"Should the combined total tendered for sub items (a), (b), and (c) exceed 15 % of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. The Tenderers attention is drawn to Form B1: Contractor's Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1."

*Add the following as a final paragraph at the end of this section on payment*

"Payment of the rate per month for sub-item (d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay sub-item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Tender Rule 17.3 and Form to tender B1: Contractor's Establishment on Site.

A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

## **SECTION B1600 OVERHAUL**

### **B1602 DEFINITIONS**

(b) Overhaul

*Replace the sub clause with:*

"Payment shall only be made for material 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 1.0 kilometre in the case of all overhaul materials"

### **B1603 MEASUREMENT AND PAYMENT**

*Amend item 16.02 as follows:*

Item

Unit

B16.02 Overhaul on material hauled in excess of 1 km .....  
m<sup>3</sup>km

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*Delete the first paragraph of the first set of notes.*

*Add the following paragraph*

The tendered rates shall also include full compensation for identifying borrow-pit materials complying with the requirements of the specifications and negotiations with the owners of the land on which the burrow areas are situated.

**SECTION B1700 CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF WORK**

(c) Conservation of Topsoil

*Add to the end of the 1<sup>st</sup> paragraph:*

The contractor will not be required to remove topsoil to more than an average depth of 200mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work.

*Replace the second paragraph of this clause with the following:*

After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the engineer, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802 (g) of this project specification

Item	Unit
B17.01 Clearing and grubbing .....	hectare (ha)

*Add the following to the measurement and payment paragraphs*

“Clearing and grubbing of the construction sites shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01”

Item	Unit
“B17.07 Removal of topsoil and unsuitable material and temporary Stockpiling thereof in:	

- a) Topsoil in windrows alongside the work area.....cubic metre (m<sup>3</sup>)
- b) Topsoil in temporary stockpiles after loading  
Material into trucks including 1,0km freehaul .....cubic metre (m<sup>3</sup>)

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- c) Topsoil in windrows on the edges of borrow pits or spoil areas ..... cubic metre (m<sup>3</sup>)
- d) ..... Unsuitable material in temporary stockpiles at borrow pits..... cubic metre (m<sup>3</sup>)

The unit of measurement for items (a) to (c) shall be the cubic metre of topsoil removed to windrow or temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the engineer as to the depth of topsoil to be removed. Where, in the opinion of the engineer, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the engineer, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor's expense. Should material that is deemed by the engineer not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the engineer.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed."

The unit of measurement for item (d) shall be the cubic metre of material placed in stockpile at the borrow pit. Excavation of the material will be paid for separately under item B33.04.

### C.3.2 SERIES 2000 DRAINAGE

#### SECTION B2100 DRAINS

##### B2101 SCOPE

*Amend the first paragraph to read:*

This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the engineers, and the test flushing of subsoil drains.

##### B2104 SUBSOIL DRAINAGE

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- (a) Materials  
(i) Pipes

*Amend this subclause by adding the following to the end of the third paragraph:*

“(category-heavy duty) or SABS 1601 (stiffness class 350)”

The pipes to be used shall be either slotted u PVC pipes or perforated HDP pressure pipes, 100 mm ID”

- (ii) Natural permeable material

*Add the following to the 3<sup>rd</sup> paragraph:*

“The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines”

- (iii) Synthetic-fibre filter fabric

*Under item (4) Selection, of this subclause, replace the 1<sup>st</sup> paragraph with the following:-*

“The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2”

- (b) Construction of subsoil drainage systems

*Add the following sub-clause:*

## **B2107 MEASUREMENT AND PAYMENT**

- B21.01 Excavation for open drains

*Add the following to the penultimate paragraph:*

“The tendered rate shall also include full compensation for trimming the open drains”

Item

Unit

- B21.03 Excavation for subsoil drainage systems

Add the following sub-item:

- “(c) Extra-over item 21.03(a) for excavating through stabilised layers of existing pavement .....Cubic metres (m<sup>3</sup>)

- B21.12 Concrete outlet structures, manhole boxes, Junction boxes, and cleaning eyes for subsoil drainage systems .....number (No)”

*Add the following:*

“The tendered rate shall also include full compensation for procuring and finishing the galvanised woven wire mesh, cutting, waste, installing the wire mesh at outlets and keeping the wire mesh in the pipe openings clean for the duration of the contract period.”

## **SECTION B2200: PREFABRICATED CULVERTS**

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**B2218 MEASUREMENT AND PAYMENTS****ITEM****UNIT****B22.17 Manholes, Catchpits, Inlet and Outlet Structures  
Complete:**

- (f) Culvert Inlet and Outlet Structures as shown on the drawings  
No.

**SECTION B3100: BORROW MATERIALS****B3103: OBTAINING BORROW MATERIALS**

Add new paragraph:

“The contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction material spoiled within these sites shall be buried to a depth of no less than 300mm below the surface soil. No construction material of any nature shall be left visible after topsoiling. The engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material refer.

**SECTION B3300: MASS EARTHWORKS****B3302 MATERIALS**

(b) Fill

*Add the following under item (iv):*

“The maximum swell at 100% Mod AASHTO compaction shall not be more than 2%.”

**B3312 MEASUREMENT AND PAYMENTS**

(3) Working in restricted areas

Add the following

No separate payments for work executed in restricted areas will be made. The tendered rates must be inclusive for working in restricted areas.

**SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL****B3402 MATERIALS****Disclaimer**

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(a) General

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

"For chemically stabilised layers the material shall conform to the requirements in Table B3402/5."

*Add the following after the second paragraph:*

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials have been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1."

(b) Compaction requirements

Chemically Stabilised Layers C3 and C4 to be constructed in 150mm layers and compacted to 97% mod AASHTO.

## **B3407 MEASUREMENT AND PAYMENTS**

*Add the following to the first paragraph*

No separate payments for work executed in restricted areas will be made. The tendered rates must be inclusive for working in restricted areas.

## **SECTION B3500: STABILISATION**

### **B3502 MATERIALS**

(h) Curing the Stabilised work

*Add the following to paragraph (i):*

"Method (iii) and (iv) shall not be applicable."

(i) Construction limitations

*Add the following:*

"No Stabilisation 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 Stabilisation 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."

### **B3503 CHEMICAL STABILISATION**

(i) Construction limitations

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*In Table 3503/1, delete 8 hours for ordinary Portland cements and cement blends and replace with: "6 hours"*

## **B3602 MATERIALS**

### (a) Requirements for crushed aggregate

*After the first sentence delete the remainder of the paragraph and replace with the following:*

"The aggregate shall not contain more than 0,1% by mass of unwanted material such as wood, coal or similar organic material.

Aggregates containing mica, such as granite, gneiss, mica schist, pegmatite, sandstone shall not contain more than 2% by mass of free mica, especially muscovite, when assessed by visually separating the particles, or more than 4% by volume when assessed by means of microscopic slides. Aggregate containing easily detectable quantities (more than 1%) of olivine, serpentine and sulphide minerals such as pyrites and marcasite, must be considered with caution, and may warrant additional evaluation to the satisfaction of the engineer.

Soft or weathered particles shall be controlled by the Durability Mill Index values specified in B3602(e) Durability.

Provision has been made in clause (B)8108(b)(iii), calculation, for the determination and calculation of the Apparent Density for aggregates with total water absorption greater than 1,5%, when total water absorption is determined according to TMH1 methods B14 and B15."

### (c) Grading requirements

*Replace entire clause with the following*

"The target grading, after compaction, shall be as near as possible to the mean of the specified grading envelope listed in table 3602/1 and shall be continuous with no marked gaps or excessive quantities of any particular size. The mean grading of each lot (minimum of 4 but preferably 6 test points per lot) shall conform to the approved target grading plus or minus the tolerances specified in table 3602/4."

*Add the following subclause:*

### "(e) Durability

The durability property of aggregates derived from the basic crystalline group shall be assessed by means of the Ethylene Glycol Durability Index. When tested in accordance with the method prescribed in B 8105 (g) the Durability Index shall not exceed four. In addition, the 10% FACT value obtained after soaking in ethylene glycol for four days shall not be less than 70% of that obtained on the unsoaked sample. Where any values are obtained that fall outside the above requirements, a detailed assessment of the quarry shall be undertaken together with a specialist mineralogical evaluation of both the coarse as well as fine fractions in order to assess the long-term durability properties of the material.

For Basic crystalline rocks, Arenaceous rocks, Argillaceous rocks and Diamictites the Durability Mill Index (DMI) shall be less than 125. For all other rock types the Durability Mill

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Index (DMI) shall not be more than 420, subject to the % passing the 0,425mm sieve not increasing by more than 8 percentage points during the Durability Mill test.”

Table 3602/1

*In table 3602/1 delete 85% of bulk relative density and replace with:*

*"88% of Apparent Density"*

### **C.3.4 SERIES 4000: ASPHALT PAVEMENTS AND SEALS**

#### **SECTION B4100: PRIME COAT**

##### **B 4102 MATERIALS**

(b) Aggregate for blinding

*Add the following sentence:*

“Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties”

##### **B 4104 WEATHER AND OTHER LIMITATIONS**

*Replace paragraph (g) with the following:*

“(g) When the moisture content of the upper 50mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7”

##### **B 4106 APPLICATION OF THE PRIME COAT**

*Add the following to paragraph (c)*

“The nominal application rate of the prime shall be 0,7 l/m<sup>2</sup>. Unless directed otherwise by the engineer or indicated on the drawings, the edges of the primed surface shall be 150mm wider than the edges of the surfacing.”

*Add the following subclause*

“(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with subclause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50mm is sprayed onto the previously constructed or existing surfacing.”

##### **B 4108 TOLERANCES**

*Replace the first paragraph with the following:*

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"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

Table B4108/1

Payment Reduction Factors for Conditionally Accepted Prime Coat

Deviation specified spray rate at spraying temperature. (%)	Payment reduction factor of tendered rate.
±8,0	1.00
±9,0	0.97
±10,0	0.95
±11,0	0.90
±12,0	0.85
±13,0	0.80

Any deviation outside these limits shall not be paid for, however, the engineer shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, but shall consist of screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the engineer, only the actual quantities applied shall be paid for"

## B 4109 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."

## SECTION B4200: ASPHALT BASE AND SURFACING

### B 4202 MATERIALS

B4202 (a) Bituminous binders

(i) Conventional binders

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*Add the following*

“The binders to be used shall be as follows

a) Continuously graded surfacing course: 60/70-penetration grade bitumen B4202 (b) Aggregates

*Add the following paragraph to the introductory description:*

“Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted.”

(v) Absorption

*Add the following sentence*

“ In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%”

(viii) Grading

*Delete the second paragraph commencing with "The target grading..." and add the following paragraphs \* (delete what is not applicable)*

“The grading limits for the combined aggregate grading for the asphalt base shall be as specified in table 4202/6: Continuously graded 26,5m maximum.

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade.

## **B 4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES**

*In the first paragraph, third last line, after “or active filler content” add:*

“or aggregate content”

*Replace the fifth paragraph with the following:*

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“ The design of the asphalt mixes shall be in accordance with “Interim Guidelines For The Design Of Hot-Mix Asphalt In South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”  
The relevant asphalt mixes for the surfacing layers shall comply with the requirements in table B4203/2 below.

Table B4203/2 : Asphalt mix requirements for Surfacing

Property	Continuously graded surfacing mixes
Marshall Stability (kN)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25°C (kPa)	> 1000
Dynamic Creep Modules @ 40°C (MPa)	> 20
Modified Lottmann* (TSR)	> 0, 8
Air permeability @ 7% voids (cm <sup>2</sup> )	< 1 x 10 <sup>-8</sup>
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5
Immersion index (%)	-

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**B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL**

- (c) Surface Requirements
- (iii) Tack Coat

*Add the following paragraph:*

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

**B4206 PRODUCING AND TRANSPORTING THE MIXTURE**

- (c) Transporting the mixture

*Add the following paragraph:*

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.

**B4214 QUALITY OF MATERIAL AND WORKMANSHIP**

- (b) Coring of asphalt layers

*Add the following:*

“A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring.”

- (c) Routine inspection and tests

*Add the following paragraph:*

“The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).

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- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered."

### **C.3.5 SERIES 5000: ANCILLARY ROADWORKS**

## **SECTION B5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION**

### **B5102 Materials**

#### **(a) Stone**

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

“Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the engineer.”

## **SECTION 5200: GABIONS**

### **5204 CONSTRUCTING GABIONS**

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

*Add the following:*

“In the event of manufacturer’s instructions not being available the following shall apply:

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

Prior to assembly the gabion material shall be opened out flat on the ground and stretched to remove all 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 selvedge. It shall then be passed round the 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**

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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 shall 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 the edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.”

(d) Rock filling

*Add the following subclauses:*

“(iii) Filling the boxes

Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of stone so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 330 mm vertical centers in 1 m deep units at a ratio of four to every 1 m<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 0,5 m deep gabions at 330 mm horizontal centres where water falls directly onto the gabions or where a neat face is required.

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

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

(iv) Final wiring

Closing and wiring down of lids shall proceed as soon as practicable after filling operations and certainly in the likelihood of storms or floods during construction.

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.

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

(v) Cutting and folding mesh

Gabion mesh may only be cut, folded and wired together for the purpose of forming mitre joints, angles, curves or slopes which are not possible to construct using standard rectangular gabions. Such mesh shall be cut neatly, surplus mesh shall either 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.”

**B 5205 Measurement and payment**

*Add the following new item:*

“Item	Unit
<b>B52.06 Secure gabions mattresses to structure with 3mm diameter Number (No) galvanized wire as detailed on the drawings.</b>	

The unit of measurement shall be the number of wire ties installed.

The tendered rate shall include full compensation for supplying and installing the wire ties complete in accordance with the details shown on the drawings.”

**SECTION B5700: ROAD MARKINGS**

**5701 SCOPE**

*Replace South African Road Traffic Signs Manual in the second paragraph with:*

“SADC Road Traffic Signs Manual”

**B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the engineer before the contractor commences with the road marking.”

**B5707 APPLYING THE PAINT**

Replace the last paragraph with the following:

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“The center-line shall be painted immediately after 1.0 km of continuous road has received a new asphalt layer, or 4km of continuous road has received a new seal surfacing or where, in the opinion of the engineer, conditions are unsafe.

The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site.”

## **5902 FINISHING THE ROAD AND ROAD RESERVE**

*Retain the existing paragraphs as new subclause-*

“(a) New Construction”

*Replace the sixth paragraph with:*

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

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## Section VIII. Drawings

<b>CONSTRUCTION OF TITANDINI ROAD AND A PORTAL CULVERT ON D2 ROAD IN MANKAYANE - DRAWINGS LIST</b>		
<b>DRAWING NO.</b>	<b>SHEET NO.</b>	<b>DESCRIPTION</b>
<b>ROADWORKS DRAWINGS</b>		
MTB-ET-XL01	1 OF 1	LOCALITY PLAN
MTB-ET-X01	1 OF 1	PLAN AND LONGSECTION
MTB-ET-X01	1 OF 1	STORMWATER LAYOUT
<b>PORTAL CULVERT DRAWINGS</b>		
MTB-D2PC-RC-01	1 OF 1	PORTAL CULVERT AT D2 – GENERAL ARRANGEMENT
MTB-D2PC-RC-02	1 OF 1	PORTAL CULVERT AT D2 – CONCRETE DETAILS
<b>STANDARD DETAILS DRAWINGS</b>		
MTB-ET-STD-01	1 OF 1	TYPICAL CROSS SECTIONS
MTB-ET-STD-02	1 OF 1	STORMWATER DETAILS
MTB-ET-STD-03	1 OF 1	CULVERTS INLETS AND OUTLETS DETAILS
MTB-ET-STD-04	1 OF 1	KERBING DETAILS
MTB-ET-STD-05	1 OF 1	PROPERTY ACCESS DETAILS
MTB-ET-STD-06	1 OF 1	GROUND MOUNTED SIGN DETAILS
MTB-ET-STD-07	1 OF 1	SPEED HUMPS
MTB-ET-STD-08	1 OF 1	SUBSOIL DETAILS
MTB-ET-STD-09	1 OF 1	ROAD MARKING TYPICAL DETAIL

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## Section IX. Bill of Quantities

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## PREAMBLES TO TENDER

### 1. GENERAL

The Conditions of Quotation, General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification) and the Drawings are to be read in conjunction with the Schedule of Quantities.

The general requirements and descriptions of the Works and materials given in the Specifications are not repeated in the Schedule of Quantities and Bidders shall refer to the other parts of the Documents for this information.

The cost of complying with all conditions, obligations and liabilities specified in the Conditions of Quotation, General Conditions of Contract, Special Conditions of Contract, Specifications and Schedule of Quantities, including all overhead charges of profit, and the cost of carrying out the work as shown on the Drawings, shall be deemed to be included in the rates and sums quoted in the Schedule of Quantities.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.

Descriptions in the Schedule of Quantities are abbreviated, and the schedule has been drawn up generally in accordance with the latest issue of Standard System of Measurement of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the applicable Standardised Specification, or the Project Specification or the Particular Specification conflict with the terms of the Schedule or, when relevant, of Standard System of Measurement of Civil Engineering Quantities for S.A, the requirement of the Standardised, Project or Particular Specification, is applicable, shall prevail.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only. Each Standardised Specification, measurement, and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated work and activities are included in the rates for the operations specified.

For items referenced in terms of "DWGS" , the specifications on the drawings and those contained within the text of the Schedule item shall apply, additionally to any relevant COLTO specification (SAICE, 1998), but payment will be for a lump sum including aspects

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such as concrete, shuttering etc) The tendered rates for such items shall cover the cost of the supply of all labour, equipment, materials, plant, transport etc necessary to provide the required construction item, as well as all costs relating to profit, programming, supervision etc.

For normal COLTO (SAICE, 1998) items containing additional specifications within square parenthesis, [ ], the tendered rates shall additionally cover the costs of the provision such requirements fully.

### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The contract is awarded as a re-measurable Contract. The quantities of work and material set forth in the Schedule of Quantities are estimates only and shall not be considered as limited or extending the amount of work to be done and material to be supplied by the Contractor, nor shall these quantities be regarded as constituting authority to the Contractor to order material or to execute work.

The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General Conditions of Contract, the Special Conditions of Contract, the Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

### 4. PRICING OF THE SCHEDULE

The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items and as illustrated on the Drawings. Such rates and prices shall cover all costs and expenses that may be required in and for the construction of the work described and illustrated, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Quotation is based.

In an instance that a Bidder may believe that a particular component of the Work has not been measured, he shall include the associated cost in a corresponding existing item and bring his fact to the attention of the Employer at the time of his tender submission.

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The Bidder is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional Works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.

Each item shall be priced and extended to the "Amount" column by the Bidder, with the exception of the items for which only rates are required, or which already have Provisional Sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Bidder will be regarded as having a nil rate and shall be valid irrespective of any change in quantities during the execution of the Contract.

The Bidder shall fill in rates for 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 quoted rate shall apply in the event of work under this item being actually required.

The Bidder shall price each item in the Schedule of Quantities in ink.

All rates and amounts quoted in the Schedule of Quantities shall be in Emalangeni.

The sub total of the Preliminary and General section shall not exceed 15% of the total for the whole contract.

## 5. MONTHLY PAYMENTS

Progress payments in the Interim Certificates, referred to in Clause 39 of the General Conditions of Contract, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments, such instalments not exceeding in aggregate the total of each "sum" item.

Such interim progress instalments shall be assessed by the Engineer based on the measure in which any work, liabilities, or charges actually carried out or incurred by the Contractor under each "sum" item from time to time, relates to the extent of the work to be done or liabilities or charges to be incurred by the Contractor under the description of each item.

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## 6. 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
m	= metre
km	= kilometre
km-pass	= kilometre-pass
m <sup>2</sup>	= square metre
m <sup>2</sup> -pass	= square metre-pass
ha	= hectare
m <sup>3</sup>	= cubic metre
m <sup>3</sup> -km	= cubic metre-kilometre
l	= litre
kl	= kilolitre
h	= hour
r-day	= roller-day
kg	= kilogram
t	= ton (1,000 kg)
No.	= number
MN	= meganewton
kN	= kiloNewton
MN-m	= megaNewton-metre
Prov sum	= Provisional sum
%	= percent
kW	= kiloWatt

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## Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### Table of Forms

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## Letter of Acceptance

*[letterhead paper of the Employer]*

*[insert date]*

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the BDS]* for the Contract Price of *[insert amount in numbers and words]* *[Emalangen]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

*[insert one of the following (a) or (b) options]*

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Agreement

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## Contract Agreement

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]* \_\_\_\_\_  
was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_  
in the presence of: \_\_\_\_\_

Binding Signature of Employer *[signature of an authorized representative of the Employer]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

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# Performance Security

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** ..... *Mankayane Town Board, Box 388, Mankayane*

**Date:**.....

**Performance Guarantee No.:** .....

We have been informed that . . . . . *[name of the Contractor]*. . . . . (hereinafter called "the Contractor") has entered into Contract No. **MANKAYANE /WKS/003/2019-2020** dated . . . . . with you, for the execution of **Construction of Lilanda and Titandini Roads in Mankayane Urban Area**. . . (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . *[name of the Bank]*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . **[Emalangeni]** <sup>1</sup>. . . . . ( . . . . . *[amount in words]*. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , . . . . . <sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
***[Seal of Bank and Signature(s)]***

## Performance Bond

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By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,<sup>10</sup> for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated<sup>11</sup> the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

<sup>10</sup> An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Employer.

<sup>11</sup> Date of Letter of Acceptance or Agreement.

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- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*  
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*  
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*  
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

**Disclaimer**

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## Advance Payment Security

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** .....*Mankayane Town Board, PO Box 388, Mankayane*

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that . . . . . ***[name of the Contractor]***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . ***[reference number of the Contract]***. . . . . dated . . . . . with you, for the execution of . . . . . ***[name of contract and brief description of Works]***. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . ***[name of the currency and amount in figures]*** <sup>1</sup>. . . . . ( . . . . . ***[amount in words]***. . . . . ) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[name of the currency and amount in figures]\****. . . . . ( . . . . . ***[amount in words]***. . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . ***[Contractor's account number]***. . . . . at . . . . . ***[name and address of the Bank]***. . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . , . . . . . <sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... ***[Seal of Bank and Signature(s)]*** .....

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**CLIENT: MANKAYANE TOWN BOARD**

**CONTRACT DESCRIPTION: CONSTRUCTION OF THE EXTENSION OF TITANDINI ROAD  
AND A LOW LEVEL CROSSING ON THE D2 ROAD, LOCATED IN MANKAYANE TOWN  
CONTRACT No.: MANKAYANE/WKS/001/2023-2024**

- 1 Tenderer to enter rates in Bill of Quantities and VERIFY HIS OWN TENDER SUM.
- 2 Tenderer to submit a hard copy of the Bill of Quantities and initial each page, and sign the summary page, which must be submitted as part of the tender document.

**SECTION 1300**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
1300	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
13.01	<b>The contractor's general obligations:</b>				
	(a) Fixed obligations	Lump Sum	1.00		-
	(b) Value related obligations	Lump Sum	1.00		-
	(c) Time-related obligations	Month	3.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 1400

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
1400	<b><u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
14.01	<b>Office and Laboratory Accommodation</b>				
	(a) Offices (interior floor space only)	m <sup>2</sup>	10.00		-
	(b) Ablution units - Flushable Chemical Toilets	m <sup>2</sup>	2.00		-
14.02	<b>Office and Laboratory Furniture</b>				
	(a) Chairs	No.	2.00		-
	(d) Desks, complete with drawers and locks	No.	1.00		-
14.03	<b>Office and Laboratory fittings, installations and equipment</b>				
	<b>(a) Items measured by number</b>				
	(i) 20/250 volt power points	No.	2.00		-
	(ii) Double 80 watt fluorescent light fittings complete with ballast and tubes	No.	2.00		-
	(iii) Fire extinguishers, 2.5 kg, BCFtype, complete, mounted on wall with brackets	No.	1.00		-
	(b) Prime-cost items and items paid for in a lump sum:				
	(i) The provision of cellphone, telephone and fax services, including the cost of calls and faxes in connection with of contract administration, and telephone rental.	Prov. Sum		100,000.00	-
	(ii) Handling costs and profit in respect of sub-item 14.03 (b) (i)	%			-
14.04	<b>Car Ports</b>				
	a) Car Ports, as specified at offices and Laboratory Buildings	No.	1.00		-
14.08	<b>Services</b>				
	(a) Services at offices and laboratories				
	(i) Fixed costs	L.S	1.00		-
	(ii) Running costs	Month	1.00		-
14.09	<b>Combined office and laboratory accommodation</b>				
	Office and laboratory accommodation, including fittings, furniture and equipment, carports and housing for labourers in accordance with the details given in the project specifications and on the drawings.	L.S	1.00	250,000.00	250,000.00
14.13	<b>Royalties</b>				
	Payment of Royalties for Materials obtained from borrow pits	PS	1.00	50,000.00	50,000.00
<b>AMOUNT CARRIED TO SUMMARY</b>					

**SECTION 1500**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodating traffic and the provision and maintaining of diversions	km	1.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

<b>SECTION 1700</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT E C</b>
<b>1700</b>	<b><u>CLEARING AND GRUBBING</u></b>				
<b>17.01</b>	Clearing and grubbing	Ha	0.37		-
<b>17.02</b>	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1.0m up to and including 2m	No			Rate Only
	(a) Girth exceeding 2.0m	No			Rate Only
<b>17.07</b>	Opening and Finishing of Borrow Pits	Sum	1.00		
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 2100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
<b>2100</b>	<b><u>DRAINS</u></b>					
<b>21.01</b>	<b>Excavation for open drains:</b>					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(i) 0m up to 1.5m	m <sup>3</sup>	151.00			-
	(b) Extra over Subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	53.00			-
<b>21.03</b>	<b>Excavation for subsoil drainage systems:</b>					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(i) 0m up to 1.5m	m <sup>3</sup>	161.00			-
	(ii) Exceeding 1.5m and up to 3.0m	m <sup>3</sup>				Rate Only
	(b) Extra over subitem 21.01 (a) for excavation in hard material, irrespective of depth	m <sup>3</sup>				Rate Only
<b>21.04</b>	<b>Impermeable backfilling to subsoil drainage systems</b>	m <sup>3</sup>				Rate Only
<b>21.06</b>	<b>Natural permeable material in subsoil drainage systems (crushed stone):</b>					
	(b) Crushed stone obtained from commercial sources (19mm)	m <sup>3</sup>	75.00			-
<b>21.07</b>	<b>Natural permeable material in subsoil drainage systems (sand):</b>					
	(b) River sand obtained from commercial sources	m <sup>3</sup>	70.00			-
<b>21.08</b>	<b>Pipes in subsoil drainage systems:</b>					
	(b) Unplasticised PVC pipes and fittings, normal duty, complete with couplings:					
	(i) 110mm internal dia. perforated or slotted	m	365.00			-
<b>21.10</b>	<b>Sythetic-fibre filter fabric (Grade 2)</b>	m <sup>2</sup>	750.00			-
<b>21.15</b>	<b>Overhaul for materials hauled in excess of 1.0km free-haul (normal overhaul)</b>	m <sup>3</sup> -km	500.00			-
<b>AMOUNT CARRIED TO SUMMARY</b>						-

## SECTION 2200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
<b>2200</b>	<b><u>PREFABRICATED CULVERTS</u></b>				
<b>22.01</b>	<b>Excavation:</b>				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m <sup>3</sup>	90.00		-
	(ii) Exceeding 1.5m and up to 3.0m	m <sup>3</sup>	-		Rate Only
	(iii) Exceeding 3.0m and up to 4.5m	m <sup>3</sup>	-		Rate Only
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	-		Rate Only
<b>22.02</b>	<b>Backfilling:</b>				
	(a) Using the excavated material	m <sup>3</sup>	20.00		-
	(b) Using imported selected material	m <sup>3</sup>	70.00		-
<b>22.03</b>	<b>Concrete pipe culverts:</b>				
	(b) On class B bedding: 100D concrete pipe with ogee joints and rubber collar.				
	(ii) 600mm dia class 100D	m	60.00		-
<b>22.05</b>	<b>Portal and Rectangular Culverts:</b>				
	(a) 2100mm x 2100mm Class 75S, prefabricated floor slab	m	50.00		-
<b>22.07</b>	<b>Cast in situ concrete and formwork</b>				
	(b) In floor slabs for portal culvert, including formwork, joints and class U2 surface finish				
	(i) Class 30/19 Concrete	m <sup>3</sup>	50.00		-
	(c) In inlet and outlet structures skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	(i) Class 25/19 Concrete	m <sup>3</sup>	20.00		-
	(d) Formwork of concrete under subitem 22.07 (c) above:				
	(i) Class F1 surface finish	m <sup>2</sup>	60.00		-
	(f) In roof slabs for portal culvert, including formwork, joints and class U2 surface finish				
	(i) Class 30/19 Concrete	m <sup>3</sup>	30.00		-
	(g) Concrete screed class 15/19, 75mm thick	m <sup>3</sup>	10.00		-
<b>22.08</b>	<b>Concrete backfill for culverts</b>				
	Class 30MPa	m <sup>3</sup>	10.00		-
<b>AMOUNT CARRIED FORWARD</b>					-

SECTION 2200					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
<b>AMOUNT BROUGHT FORWARD</b>					-
<b>22.10</b>	<b>Steel Reinforcement</b>				
	(d) Welded Mesh Ref. 617	kg	2,880.00		-
<b>22.12</b>	<b>Removing existing concrete:</b>				
	(a) Plain concrete	m <sup>3</sup>	16.00		-
	(b) Reinforced concrete	m <sup>3</sup>	20.00		-
<b>22.18</b>	<b>Brickwork &amp; Concrete Filled Block</b>				
	(b) 230 mm thick	m <sup>2</sup>			Rate Only
<b>22.19</b>	<b>Plaster</b>	m <sup>2</sup>	-		Rate Only
<b>22.23</b>	<b>Service Ducts</b>				
	(a) (i) Ordinary pipes - 110mm diameter UPVC non pressure pipe	m	30.00		-
	(ii) Ordinary pipes - 160mm diameter UPVC non pressure pipe	m	30.00		-
	(iii) Ordinary pipes - 300mm diameter UPVC non pressure pipe	m	15.00		-
	(iv) Ordinary pipes - 450mm diameter UPVC non pressure pipe	m	15.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 2300

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
<b>2300</b>	<b><u>CONCRETE KERBING, CONCRETE CHANNELING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS</u></b>				
<b>23.01</b>	<b>Concrete kerbing</b>				
	a) Barrier kerb (Type 7 - Dwg MTB-ET-STD-004)	m	350.00		-
	b) Mountable kerb	m	150.00		-
<b>23.02</b>	<b>Concrete kerbing - kerbing channeling combination as shown on Dwg MTB-ET-STD-004, straight or on radius &gt; 10m including bedding &amp; haunching:</b>				
	a) Barrier kerb (Type 1)	m			Rate Only
	b) Mountable kerb (Type. 1)	m			Rate Only
<b>23.07</b>	<b>Trimming of excavations for concrete-lined open drains</b>				
	a) In soft material	m <sup>2</sup>	329.00		-
	b) In hard material	m <sup>2</sup>	141.00		-
<b>23.08</b>	<b>Concrete lining for open drains (Class 20/19 concrete) as shown on drawings</b>				
	a) Cast in-situ concrete lining	m <sup>3</sup>	62.00		-
	b) Class U2 surface finish to cast in-situ concrete	m <sup>2</sup>	620.00		-
<b>23.12</b>	<b>Steel Reinforcement</b>				
	(c) Welded Mesh Ref. 193	kg	1,320.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 3300

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
<b>3300</b>	<b>MASS EARTHWORKS</b>					
<b>33.01</b>	<b>Cut and borrow to fill, including free-haul up to 0.5km:</b>					
	(a) Material in compacted layer thicknesses of 150mm and less:					
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>	220.00			-
	(iii) Eight-roller passes compaction	m <sup>3</sup>				Rate Only
	(c) Rock fill (as specified in subclause 3209 (c))	m <sup>3</sup>	90.00			-
	(e) Pioneer layer (as specified in subclause 3307 (h))	m <sup>3</sup>	-			Rate Only
<b>33.03</b>	<b>Extra over item 33.01 for excavating and breaking down material in:</b>					
	(a) Intermediate excavation	m <sup>3</sup>	20.00			-
<b>33.04</b>	<b>Cut to spoil, including free-haul up to 0.5km</b>					
	<b>Material obtained from:</b>					
	(a) Soft excavation	m <sup>3</sup>	940.00			-
	(b) Intermediate excavation	m <sup>3</sup>	-			Rate Only
<b>33.12</b>	<b>In situ treatment of roadbed</b>					
	(a) In situ treatment by ripping	m <sup>3</sup>	460.00			-
	(c) Hard excavation	m <sup>3</sup>	-			Rate Only
<b>33.13</b>	<b>Finishing-off cut and fill slopes, medians and interchange areas</b>					
	(a) Cut Slopes	m <sup>2</sup>	210.00			-
	(b) Fill Slopes	m <sup>2</sup>	850.00			-
<b>33 / 16.01</b>	<b>Overhaul on spoiling of excess material from road prism (pay item 33.04) in excess of 0.5 km freehaul for haul up to or through 1.0 km (restricted overhaul)</b>	m <sup>3</sup>	-			Rate Only
<b>33 / 16.02</b>	<b>Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)</b>	m <sup>3</sup> -km	1,000.00			-
<b>AMOUNT CARRIED TO SUMMARY</b>						-

## SECTION 3400

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
<b>3400</b>	<b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>				
<b>34.01</b>	<b>Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1.0km:</b>				
	(a) Gravel selected layer compacted to:				
	(ii) 95% of modified AASHTO density (150mm thick)	m <sup>3</sup>	410.00		-
	(iii) 95% of modified AASHTO density (200mm thick)				
<b>34.02</b>	<b>Extra over item 34.01 for excavation of material in:</b>				
	(a) Intermediate excavation		-		Rate Only
<b>34/16.02</b>	<b>Overhaul on material hauled in excess of 1.0km (ordinary overhaul)</b>	m <sup>3</sup>			Rate Only
<b>34/31.01</b>	<b>Excess over-burden</b>	m <sup>3</sup> -km	182.50		-
<b>34/31.03</b>	<b>Finishing-off borrow areas</b>				
	(b) Intermediate material	ha	0.50		-
	(c) Soft material	ha	0.50		-
<b>34/32.04</b>	<b>Removal of oversize pavement material</b>	m <sup>3</sup>	-		Rate Only
<b>34/35.01</b>	<b>Chemical stabilization (150m thick) extra over unstabilized compacted layers:</b>				
	(a) Subbase	m <sup>3</sup>	400.00		-
<b>34/35.02</b>	<b>Chemical stabilizing agent:</b>				
	(a) Ordinary portland cement	t	30.00		-
<b>34/35.04</b>	<b>Provision and application of water for curing</b>	Kl	30.00		-
<b>34/35.05</b>	<b>Curing by covering with the subsequent layer</b>	m <sup>2</sup>	-		Rate Only
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 3600

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
3600	<b>CRUSHED-STONE BASE</b>				
36.01	<b>Crushed-stone Base</b>  (a) Constructed from 125mm type G1 material obtained from commercial sources and compacted to 88% of apparent density <b>(Including Haulage)</b>	m <sup>3</sup>	320.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 4100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E
4100	<b>PRIME</b>				
41.01	<b>Prime coat:</b>				
	(a) RTH <sup>3</sup> / <sub>12</sub> P or RTL 3/12P	ℓ	-		Rate only
	(b) Quick drying RTH <sup>1</sup> / <sub>4</sub> tar prime	ℓ	-		Rate only
	(c ) MC-30 cut-back bitumen	ℓ	2,080.00		-
41.02	<b>Aggregate for blinding</b>	m <sup>2</sup>	-		Rate only
41.03	<b>Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment</b>	ℓ	200.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

**SECTION 4200**

ITEM		UNIT	QTY	RATE	AMOUNT E
4200	<b>ASPHALT BASE AND SURFACING</b>				
42.02	<b>Asphalt surfacing 30mm thick using 60/70 penetration-grade bitumen:</b>  (a) Continuously graded, medium grade	m <sup>2</sup>	2,380.00		-
42.02/01	<b>Asphalt surfacing 30mm thick using 80/100 penetration-grade bitumen:</b>  (a) Continuously graded, medium grade	m <sup>2</sup>	-		Rate only
42.04	<b>Tack coat of 30% stable-grade emulsion</b>	ℓ	-		Rate only
42.05	<b>Binder variations:</b>				
	(a) Penetration-grade (Road grade bitumen)				
	(i) 60/70 penetration grade (B12 road grade)	t			Rate only
	(ii) 80/100 penetration grade (B8 road grade)	t			Rate only
<b>AMOUNT CARRIED TO SUMMARY</b>					-

**SECTION 5100**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
5100	<b>PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</b>				
51.01	<b>Stone pitching:</b>				
	(c) Grouted stone pitching on a concrete bed (total thickness 300mm)	m <sup>2</sup>	400.00		-
	(d) 75mm diameter Weepholes at 4m center to center	No.	20.00		-
51.05	Concrete Edge Beams (Class 25Mpa)	m <sup>3</sup>	10.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 5200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
<b>5200</b>	<b>GABIONS</b>				
52.02	Surfacing preparation for bedding the gabions	m2	260.00		-
52.03	<b>Gabions:</b>				-
	(a) Galvanized gabion boxes (dimensions of box, nominal diameter of mesh wire and mesh size indicated)	m3	90.00		-
	(c) Galvanized gabion mattresses (dimensions of mattress, mesh size, nominal diameter of mesh wire and diaphragm spacing indicated)	m3	70.00		-
52.04	<b>Filter fabric</b>				
	(i) "Kaymat U34" or similar	m2	260.00		-
	(ii) "Kaytech Rockgrid PC 100/100" or similar	m2	136.00		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 5600

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E
5600	ROAD SIGNS				
56.01	<p>Road signs boards with painted or coloured background. Symbols, lettering and border in Class 1 retro-reflective material, where the sign board is constructed from:</p> <p>(c ) Prepainted galvanised steel plate (chromadek or approved equivalent):</p> <p>(i) Area not exceeding 2m<sup>2</sup></p>	m <sup>2</sup>	1.50		-
56.05	Excavation and backfilling for road sign support	m <sup>3</sup>	0.75		-
56.06	Extra over item 56.04 for cement-treated soil backfill	m <sup>3</sup>	0.50		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 5700

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					E	C
<b>5700</b>	<b>ROAD MARKINGS</b>					
<b>57.02</b>	<b>Retro-reflective road-marking paint:</b>					
	(a) White lines broken or unbroken, 100mm thick	km	0.37			-
	(b) Yellow lines broken or unbroken, 100mm thick	km	0.73			-
	(d) White lettering broken or unbroken	m <sup>2</sup>	1.50			-
	(f) Transverse lines, painted islands and arrestor bed markings (any colour)	m <sup>2</sup>	-			Rate Only
<b>57.06</b>	<b>Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)</b>	km	1.10			-
<b>57.07</b>	<b>Re-establishing the painting unit at the end of the maintenance period</b>	L.S	1.00			-
<b>AMOUNT CARRIED TO SUMMARY</b>						-

## SECTION 5800

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
5800	<b><u>LANDSCAPING AND GRASSING</u></b>				
58.01	<b>Trimming</b>  (a) Machine trimming  (b) Hand trimming	m <sup>2</sup>  m <sup>2</sup>	640  340		-  -
58.04	<b>Grassing</b>  (b) Sodding by using the following types of sods:  (ii) Veld sods  (c) Hydroseeding	m <sup>2</sup>  Ha	140  0.200		Rate Only  -
58.06	<b>Watering the already planted grass, trees, shrubs during periods of drought experienced during the growing season</b>	Kl	150		-
<b>AMOUNT CARRIED TO SUMMARY</b>					<b>0.00</b>

## SECTION 5900

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	0.73		-
AMOUNT CARRIED TO SUMMARY					-



## SECTION 7300

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
7300	<b>CONCRETE BLOCK PAVING FOR ROADS</b>				
73.01	<b>Concrete Block Paving - Pedestrian Walkways</b>				
	(a) Concrete pavement - 350 m x 1.5 m wide pedestrian walkways (100mm thick with ref. 193 mesh) complete	m <sup>3</sup>	50.00		-
	(b) Construction of 1.5 m wide - concrete block paving for pedestrian walkways as per Dwg No. MTB-BCR-STD-01 and Dwg No. MTB-D2PC-RC-01	m <sup>2</sup>			Rate Only
73.03	<b>Provision of approved herbicide and ant poison</b>				
	(a) Provision of materials	PC	1.00		-
	(b) Contractor's charges and profit added to the prime cost sum	%	0.10		-
<b>AMOUNT CARRIED TO SUMMARY</b>					-

## SECTION 8100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E C
8100	<b>TESTING MATERIALS AND WORKMANSHIP</b>				
81.02	Other special tests requested by the engineer	Prov. Sum	1.00	200,000.00	200,000.00
<b>AMOUNT CARRIED TO SUMMARY</b>					<b>200,000.00</b>

DAYWORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT E
	<b><u>DAYWORKS AND PLANT HIRE</u></b>				
	<b>Dayworks:</b>				
	(a) Normal				
D101	(i) Supervisor	hr			Rate Only
D102	(ii) Artisan	hr			Rate Only
D103	(iii) Operator	hr			Rate Only
D104	(iv) Labourer	hr			Rate Only
	(b) Overtime including Sundays				
D105	(i) Supervisor	hr			Rate Only
D106	(ii) Artisan	hr			Rate Only
D107	(iii) Operator	hr			Rate Only
D108	(iv) Labourer	hr			Rate Only
	<b>Plant hire (including operator, fuel and ground engaging tools):</b>				
	(a) Crawler tractors with blade and ripper				
D201	(i) Smaller than 200kW	hr			Rate Only
D202	(b) Self propelled motor grade type 120-148kW	hr			Rate Only
D203	(c) Front end loader of 1.5m <sup>3</sup> capacity (smaller than 100kW)	hr			Rate Only
D204	(d) Tractor loader, backactor of 0.5m <sup>3</sup> capacity	hr			Rate Only
	(e) Tipper trucks or dumpers of:				
D205	(i) 5m <sup>3</sup> capacity	hr			Rate Only
D206	(ii) 10m <sup>3</sup> capacity	hr			Rate Only
D207	(f) Flat roller (steel tyred) of 7 ton capacity	hr			Rate Only
D208	(g) Pneumatic tyred roller of 12 ton capacity	hr			Rate Only
D209	(i) Water Browser (2500 litre capacity)	hr			Rate Only
<b>AMOUNT CARRIED TO SUMMARY</b>					

<b>TENDER SUMMARY</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	-
1400	HOUSING, OFFICES AND LABORATORY	-
1500	ACCOMMODATION OF TRAFFIC	-
1700	CLEARING AND GRUBBING	-
2100	DRAINS	-
2200	PREFABRICATED CULVERTS	-
2300	CONCRETE KERBING, CONCRETE CHANNELING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS	-
3300	MASS EARTHWORKS	-
3400	PAVEMENT LAYERS OF GRAVEL	-
3600	CRUSHED-STONE BASE	-
4100	PRIME COATS	-
4200	ASPHALT BASE AND SURFACING	-
5100	STONE PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	-
5200	GABIONS	-
5600	ROAD SIGNS	-
5700	ROAD MARKINGS	-
5800	LANDSCAPING AND GRASSING	-
5900	FINISHING THE ROAD AND THE ROAD RESERVE AND TREATING OLD ROADS	-
6600	PARAPETS, RAILINGS AND SIDEWALKS	-
7300	CONCRETE BLOCK PAVING - PEDESTRIAN WALKWAYS	-
8100	TESTING MATERIALS AND WORKMANSHIP	200,000.00
(A)	<b>SUB-TOTAL .....</b>	-

TENDER SUMMARY CONTINUED		
SECTION	DESCRIPTION	AMOUNT
(A)	<i>SUB-TOTAL BROUGHT FORWARD</i>	
	PROVISIONAL SUMS	
(I)	ALLOWANCE FOR DAYWORKS	150,000.00
(II)	ALLOWANCE FOR RELOCATION OF SERVICES	200,000.00
(B)	<i>SUB-TOTAL .....</i>	350,000.00
(C)	TOTAL === [(A) + (B)]	-
(D)	CONTINGENCY.....[10% of (C)]	-
(E)	TOTAL === [(C) + (D)]\	-
(F)	CIC LEVY .....[0.75% OF (E)]	-
(G)	TOTAL === [(E) + (F)]	-
(H)	ADD VALUE ADDED TAX @ 15% ----	-
	TOTAL === [(G) + (H)]	-