

Tender

Provision of Maintenance and repair Services to

Zone 1D Entrance Infrastructure

at the

East London Industrial Development Zone

Closing date: 19 JUNE 2023

CONTRACT NO: ES/23/Z1D INFR/01

VOLUME A (1 of 2): TECHNICAL PROPOSAL

**PROVISION OF MAINTENANCE AND REPAIR
SERVICES FOR
Z1D ENTRANCE INFRASTRUCTURE**

East London IDZ Contact person: A. Mzantsi Email: anathi@elidz.co.za	
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NOTE: DO NOT SPLIT THIS DOCUMENT

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PART 1

THE TENDER

CONTRACT NO: ES/23/Z1D INFR/01

PROVISION OF MAINTENANCE & REPAIR SERVICES

FOR

Z1D ENTRANCE INFRASTRUCTURE

1.1 TENDERING PROCEDURES

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

1.1.1 INTRODUCTION

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone is now operational, Tenders are hereby invited from relevant service providers for the provision of maintenance and repair services for Zone 1D Entrance Infrastructure at the Zone 1D East London Industrial Development Zone

1.1.2 TENDER NOTICE AND INVITATION TO TENDER

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers for the provision of maintenance and repair services for the Zone 1D entrance infrastructure (i.e., Access Road and Entrance Canopy), located at our facilities within the West Bank area of the Buffalo City Metropolitan Municipality

The successful tenderer will be required to enter into a Contract for the provision of Maintenance and Repairs to the Z1D Infrastructure Services with the East London Industrial Development Zone SOC Ltd.

Tender Reference No.	Tender Description / Name	Closing Date / Time
ES/23/ Z1D INFR/01	Provision of Maintenance and repair services for Z1D Entrance Gate Infrastructure	19 th June 2023 at 13h00 Noon

The Services include the following summarized scope of work:

1. The provision of on-site plant and crew during normal working hours
2. Dismantling of the existing central Gatehouse and demolition of existing concrete island under the entrance canopy
3. Introducing an additional entrance lane and 2no. bus bays
4. Modifications to existing gatehouse to allow ease interaction for security officers and pedestrians.
5. Introduction of tensile gate on either side of the canopy (Pedestrians entrance and exit).
6. Dismantling the existing entrance canopy steel frame, treat for rust, repair/replace any damaged members, galvanize and reinstall frame plus new roof sheeting.

BRIEFING MEETING

Note: A compulsory Briefing or Site Clarification Meeting with representatives of the Employer will take place at ELIDZ Conference Centre on 31 May 2023 starting at 10h00 after which all bidders are expected to make their way to the Zone 1D entrance at the ELIDZ. Participants arriving more than 15 minutes late from start time will not be allowed to attend the meeting.

BID CONDITIONS:

- ☐ Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line
- ☐ Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- ☐ Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit a Sworn Affidavit.
- ☐ Tenderers to provide certified copy of Company Registration Certificate
- ☐ Tenderers to provide Letter of Good Standing from Compensation Commissioner
- ☐ Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal" and "Envelope B – Financial Proposal". Then the financial proposal will only be opened should the technical proposal be found to be acceptable.
- ☐ Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- ☐ Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal" will result in the disqualification of the tender.
- ☐ The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- ☐ Registration with the CIDB in the category **4CE** is compulsory for companies wishing to submit tenders.

EVALUATION

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and BBBEE.

Score breakdown:

- ☐ 80 Points for Price
- ☐ 20 Points for specific goals

All tenders not providing compulsory responsive documentation and with functionality scoring less than 75%, will not be considered for the next stage of tender evaluation

TENDER DOCUMENT & SUBMISSION

The RFT document will be available for download on 19 May 2023 at www.elidz.co.za under opportunities.

"It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file."

No tenders are to be submitted at the ELIDZ premises and No late tenders will be accepted.

TENDER ENQUIRIES

Questions relating to the RFP will be accepted until 09 June 2023 at 12H00

Queries relating to this tender may be addressed to:

Contact person: A. Mzantsi

Contact No: 043 702 8200

Email: anathi@elidz.co.za

1.1.3 TENDER DATA

Project title:	Provision of Maintenance & Repair Services for Zone 1D Entrance Infrastructure		
Contract No:	ES/23/Z1D INFR/01		
Advertising date:	19 May 2023	Closing date:	19 June 2023
Closing time:	13h00	Validity period:	120 Days
Clause number			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <ol style="list-style-type: none"> 1. THE TENDER <ol style="list-style-type: none"> 1.1 TENDERING PROCEDURES <ol style="list-style-type: none"> 1.1.1 Introduction 1.1.2 Tender Notice and Invitation to Tender 1.1.3 Tender Data 1.2 RETURNABLE SCHEDULES <ol style="list-style-type: none"> 1.2.1 List of Returnable Documents 1.2.2 Returnable Schedules 2. THE CONTRACT <ol style="list-style-type: none"> 2.1 CONTRACT DATA 2.2 SCOPE OF WORK 2.3 SITE INFORMATION <p>APPENDICES</p> <ol style="list-style-type: none"> A Generic Occupational Health and Safety Specification B Construction Environment Management Plan 		

F.1.2 (cont.)	<p>VOLUME B: FINANCIAL PROPOSAL</p> <p>1. THE CONTRACT</p> <p>1.1 AGREEMENT AND CONTRACT DATA</p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p>1.2 PRICING DATA</p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p>										
F.1.4	<p>The employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>C Ngxokolo- Nomatye</td></tr> <tr> <td>Address:</td><td>ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.</td></tr> <tr> <td>Tel:</td><td>043 702 8200</td></tr> <tr> <td>Fax:</td><td></td></tr> <tr> <td>E-mail:</td><td>camagwini@elidz.co.za</td></tr> </table>	Name:	C Ngxokolo- Nomatye	Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.	Tel:	043 702 8200	Fax:		E-mail:	camagwini@elidz.co.za
Name:	C Ngxokolo- Nomatye										
Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.										
Tel:	043 702 8200										
Fax:											
E-mail:	camagwini@elidz.co.za										
	<p>Add the following sentence: The period of six months may only be reduced should all tenders received be rejected as non-responsive.</p>										
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being registered prior to submissions, are eligible to submit tenders:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work.</p> <p>Joint Ventures (JV) are eligible to submit tenders providing that:</p> <ul style="list-style-type: none"> • Every member of the JV is registered with the CIDB • A lead partner has a contractor grading designation in the 4CE class of construction work; and • The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work; and • A Joint Venture agreement is submitted together with the tender indicating shareholding percentage <p>All parties to a Joint Venture should meet bid condition requirements to be acceptable.</p> <p>In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number.</p> <p>Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.</p>										

	In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.
F.2.7	<p>The arrangements for a <u>compulsory site</u> clarification meeting are:</p> <p>Location : ELIDZ Conference Centre Lower Chester Road Sunnyridge East London</p> <p>Date : 31 May 2023</p> <p>Starting time : 10h00</p>
F2.13.2	"It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file."
F2.13.3	Only the original tender submission is required.
F2.13.4	A two-envelope procedure will be followed.
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will not be required.
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line <input type="checkbox"/> Tenderer is required to provide a CSD registration certificate on older than 10 days before closing of tender <input type="checkbox"/> Tenderers should submit a valid original or certified B-BBEE certification or Sworn Affidavit. <input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate <input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner <input type="checkbox"/> Tenderers to provide Proof of Registration with the CIDB in the category 4CE. <input type="checkbox"/> All returnable documents and schedules as listed in 1.2.
F3.4	Tender submissions will be opened in public immediately after the stipulated closing time and date.
F3.11	<p>The procedure of the evaluation of tenders is the two-envelope system</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p>

- A maximum of 80 points are allocated for financial offer.
- A maximum of 20 points are allocated for preference.

The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.

Table: Specific Goals Points Conversion

Estimated Rand Value inclusive of Vat	Specific Goals and Point allocation
Above R1 000 000 up to R50 000 000	80 points for price
	10 points - 51% and above Black owned suppliers
	5 points - 25% up to 50% Black owned suppliers
	0 points below 25% Black owned suppliers
	5 points for Eastern Cape Based suppliers
	0 points outside Eastern Cape
	1 point for 51% and above Youth owned suppliers
	1 point for 51% and above Women owned suppliers.
	3 points for SMME's (EME or QSE)

Quality/Functionality Evaluation

The score achieved for functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Item	Details	Points scored	Available Points
	Criteria 1. Applicants Expertise		20
1.1	Staffing Levels (CVs of proposed persons to be provided with attached certificates; clear details of duties of work done and 3 contactable referees on cv)		

1.1.2	Site Agent. Minimum 5 years' experience in installation, removal, alteration or dismantling of structural steelwork to existing structures as well as experience in Asphalt roadworks maintenance projects		
	> 10 years' experience		10
	≤ 10 but >7 years' experience		8
	≤ 7 but >5 years' experience		5
	If the Site Agent is outsourced and no clear details of duties of work done		0
1.1.3	Construction foreman. Minimum 3 years' experience in installation, removal, alteration or dismantling of structural steelwork to existing structures as well as experience in Asphalt roadworks maintenance projects		
	> 5 years' experience		10
	≤ 5 but > 3 years' experience		6
	If the Construction foreman is outsourced and no clear details of duties of work done		0
	Criteria 2. Relevant Company Experience		40
2.1	Companies to submit only completion certificates for points.		
2.1.2	Five (5) points can be scored (to a maximum of 20 points) for each confirmed similar project in progress or carried out in the past 5 years for installation, removal, alteration or dismantling of structural steelwork to existing structures.		20
2.1.3	Five (5) points can be scored (to a maximum of 20 points) for each confirmed similar project in repairs; maintenance or renewal of Asphalt roadworks.		20
2.1.4	If no completion certificates are submitted		0
	Criteria 3. Method statement		20
3.1	Company required to provide detailed method statements, which demonstrate the way work is envisaged on a project of this nature (five points scored per activity). Core activities include: <ol style="list-style-type: none"> 1. Location and protection of existing infrastructure works and underground services. 2. Working in heights 3. Supervision and reporting 4. Traffic accommodation 		5 5 5 5
	Criteria 4. References		20
4.1	(Fully complete Annexure P06-1 Part A reference letter in the document with contact details, signature, and stamp). Only relevant letters with company stamp will be awarded points. The project description needs to be in line with the completion certificate submitted on Criteria 2.		
4.1.2	2 relevant references provided		20
	1 relevant reference provided		10
	If no relevant reference is provided or fully completed		0
	TOTAL EVALUATION SCORE FOR FUNCTIONALITY	0	100
	PERCENTAGE POINTS SCORED	0%	

Tender offers scoring less than 75 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.

Financial Offer Evaluation

The score achieved for financial offer will be determined using formula 2 (option 1) as follows:

$$\text{Points awarded} = 80 \left[1 - \frac{P - P_m}{P_m} \right]$$

Where P = the comparative offer of the tender offer under consideration
P_m = the comparative offer of the lowest responsive tender

Preference Evaluation Criteria

A maximum of twenty (20) points will be awarded to a tenderer for achieving Specific goals objectives. Specific goals points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. Specific goals evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30 %.

All tenders with functionality less than 75% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

F3.13.1 Tender offers will only be considered if:

- a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- b) the tenderer has:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect.
 - iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement,
 - iv. c) has the legal capacity to enter into the contract,
 - v. d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

	<p>vi. e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest.</p> <p>c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

PART 2

THE CONTRACT

CONTRACT NO: ES/23/Z1D INFR/01

**PROVISION OF MAINTENANCE & REPAIR SERVICES
FOR
Z1D ENTRANCE INFRASTRUCTURE**

2.1 CONTRACT DATA

2.1.1 Contract Data

2.1.1 CONTRACT DATA FOR

Project title:	PROVISION OF MAINTENANCE AND REPAIR SERVICES FOR Z1D ENTRANCE INFRASTRUCTURE
Contract No:	CONTRACT NO: ES/23/Z1D INFR/01

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	<p>The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC 2015], published by the South African Institution of Civil Engineering, is applicable to this Contract.</p> <p>Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.</p>
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSES	Compulsory Data
1.1.14	The name of the “Employer” is East London Industrial Development Zone SOC Ltd.
1.2.2	<p>The address of the Employer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>
1.1.15	The name of the Engineer is: East London Industrial Development Zone SOC Ltd – represented by Camagwini Ngxokolo- Nomatye

1.1.1.16	<p>The address of the Engineer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>
5.8.1	The special non-working days are statutory public holidays.
5.8.1	The year-end break will be as stipulated by South African Federation of Civil Engineering Contractors (SAFCEC).
Appendix 3	10% will be deducted from each payment certificate (up to 10% of the value of the contract) and will be retained as Retention Money. Half of the Retention Money will be released at Works Completion.
1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
1.3.6	<p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

1.3.7	<p>Add the following as 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
1.3.8	<p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.1	<p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
5.4.1	<p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>
5.6.1	<p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>
5.9.1	<p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
7.6.4	<p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Engineer in such order...”</p>

7.9.1	<p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
8.6.1.1	<p>The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.</p>
8.6.1.1.2	<p>The Employer will not supply any materials.</p>
8.6.1.1.3	<p>The insurance is not required to cover professional fees.</p>
8.6.1.3	<p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> ▪ Spread of fire ▪ Damage to underground services ▪ Surrounding property
6.5.1	<p>The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.</p>
5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, within the three-year period, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>
5.5.1	<p>The contract period for the Works is 6 months.</p>
5.13	<p>Not applicable</p>
6.8.2	<p>No Contract Price adjustment will be applicable.</p>
10.1.3.6	<p>Delete</p>

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention (deductible) on the amount due to the Contractor is 10 % up to the limit of 5% of the contract value.
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is 12 months.
9.3.3	Add the following at the end After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	Add the following new Clause 11.0 : Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

Contract no: **CONTRACT NO: ES/23/Z1D INFR/01**

	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.8	<p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Email address: Telephone:</p>

2.2	SCOPE OF WORK	
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2.2 **SCOPE OF WORK**

2.2.1 **DESCRIPTION OF THE WORKS**

2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

2.2.1.2 **Overview of the Works**

The repair and maintenance services comprise both scheduled and unscheduled items as described below. It is envisaged that a small permanent plant and crew will undertake most of the non-specialised works daily as directed by the Employer or the Employers representative. Works requiring more specialised resources will be brought onto site as and when required.

Staffing and Equipment

The contractor is expected to provide relevant qualified staff and/or equipment on site to undertake various ongoing maintenance and repair tasks as set in the Bills of Quantities. Necessary approvals of resources on site to be sort from the Employer or Employer's representative prior to any site engagements.

Storm-water drainage

Minimum repair works and 'tie-ins' will be required to the existing kerb and channels as directed on site by the Employer's representatives in the form of Site Instructions.

Roads

The contractor's on-site team will be required to undertake repairs and maintenance of the access road infrastructure as directed by the Engineer and per agreement with the representative, including but not limited to:

- Adding another entrance lane into the zone as per Roads Layout provided.
- Add 2No. bus bays.
- Sidewalk and turnstile gates as scheduled,
- Associated kerbing and concrete works.

Entrance Canopy

This aspect includes removal of existing roof sheeting and structural steel frames for repairs and galvanising. Installation of the newly galvanised frame and sheeting back on the existing concrete columns. Dismantling and removal of existing central island guardhouse as well as minor adjustment to the existing main gatehouse

2.2.1.3 Extent of the Works

The repair and maintenance services as defined above are required in all areas in Zones 1D, of the ELIDZ only.

Although the Bills of Quantities contain a quantity for each item of work, these are included only to ensure realistic pricing and for budget purposes.

The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Engineer shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.

2.2.1.4 Location of the Works

Zone 1D of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table:

SUB-ZONE	DESCRIPTION OF LOCATION
Zone 1D	Situated between Sunnyside and the airport, on the south of Settlers Way, and accessed from Millard road.

2.2.1.5 Temporary Works

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.2 Drawings Issued At Award Stage to successful tenderer

Drawing no	Description
050/C/MTN/004	Zone 1D Overall Layout of Roads and Storm-water
050/C/MTN/104	Zone 1D Overall Layout of Water Supply
050/C/MTN/204	Zone 1D Overall Layout of Sewers
E1004/09-Entrance	Zone 1D Canopy Plan Layout
E1004/09-CAN-PL01	Zone 1D Entrance Canopy Plan
E1004/09-CAN-ELE01	Zone 1D Entrance Canopy Sections and Elevations
E1004/09-Entrance	Zone 1D Canopy Elevation Layout

2.2.3 PROCUREMENT

2.2.3.1 Preferential Procurement Procedures

The ELIDZ Procurement Handbook is included in envelope "A" of the tender submission and must be completed in full.

2.2.3.2 Subcontracting

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Engineer. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Engineer for approval, prior to commencement of any activities on site.

If feasible to subcontract for a contract above 30 million, ELIDZ will apply subcontracting to advance designated groups.

The successful tenderer must subcontract a minimum of 30% of the value of the contract to :

- An EME or QSE;
- And EME or QSE which is at least 51% owned by black people
- And EME or QSE which is at least 51% owned by black people who are youth;
- And EME or QSE which is at least 51% owned by black people who are women;
- And EME or QSE which is at least 51% owned by black people with disabilities
- And EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas of township
- A cooperative which is at least 51% owned by black people;
- And EME or QSE which is at least 51% owned by black people who are military veterans.

2.2.4 **MAINTENANCE WORKS**

2.2.4.1 Works Specifications

The following SABS 1200 Standard Specifications for Civil Engineering Construction are applicable to this contract: and all relevant SANS Codes of Practice where building works are required

Number	Year	Title
SABS 1200 AA	1986	General (small works)
SABS 1200 C	1980	Site clearance
SABS 1200 DA	1988	Earthworks (small works)
SABS 1200 DB	1989	Earthworks (pipe trenches)
SABS 1200 DK	1996	Gabions and pitching
SABS 1200 DM	1981	Earthworks (roads, subgrade)
SABS 1200 GA	1982	Concrete (small works)
SABS 1200 L	1983	Medium Pressure pipelines
SABS 1200 LB	1983	Bedding (pipes)
SABS 1200 LC	1981	Cable ducts
SABS 1200 LD	1982	Sewers
SABS 1200 LE	1982	Storm-water drainage
SABS 1200 LF	1983	Erf connections
SABS 1200 M	1996	Roads (general)
SABS 1200 ME	1981	Subbase
SABS 1200 MF	1981	Base
SABS 1200 MG	1996	Bituminous surface treatment
SABS 1200 MH	1996	Asphalt base and surfacing
SABS 1200 MJ	1984	Segmented paving
SABS 1200 MK	1983	Kerbing and channelling

SABS 1200 MM	1984	Ancillary works
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These specifications have not been issued as part of the tender documentation, and are available from SAICE, Private Bag X200, Halfway House, 1685. Telephone 011 805-5947

The Particular Specifications applicable to this contract are:
The ELIDZ Occupational Health and Safety Specification
The ELIDZ Construction Environmental Management Plan

These specifications are included in the tender documentation

2.2.4.2 The variations and additions to the above Standard and Particular specifications are as follows:

PSAA GENERAL (SMALL WORKS)

PSAA 1 SCHEDULED TIME-RELATED ITEMS (CLAUSE 8.4)

All Time-related items shall be measured by the month and the tendered rate shall cover the total monthly cost of the relevant item as described.

PSAB ENGINEERS OFFICE

PSAB1 OFFICE BUILDINGS (CLAUSE 3.2)

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Engineer or their staff.

PSDA EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSES OF EXCAVATION (CLAUSE 3.1.2)

Notwithstanding the contents of clause 3.1.2, soft excavation shall include the excavation in all material other than hard rock, and no extra-over payment will be made for intermediate or boulder excavation.

PSDA 2 EXISTING SERVICES (CLAUSE 5.1.2)

The contractor will be issued with drawings showing the positions of existing services on or /disturbance of any pipeline, manhole or chamber.

PSD 2.1 Negligence (Clause 5.1.2.4)

Where the contractor damages any existing service, including roads, kerbs, sidewalks, pipelines, manholes, chambers, streetlights or electrical kiosks, he shall not be penalized, but will be responsible for the cost of all necessary repairs and reinstatement.

PSDA 3 DISPOSAL (CLAUSE 5.2.2.3)

All surplus material from the excavations or other construction activities shall be carted to spoil. The Contractor shall be responsible for locating suitable spoil sites. All costs

associated with carting and spoiling of material shall be included in the tendered rates and no additional payment will be made for this work. The contractor is to submit certificate of such disposal where necessary.

PSDA 4 TOPSOIL (CLAUSE 5.2.4.2)

Topsoil shall be placed to a thickness of 100 mm on platforms and to a thickness of 75 mm on the faces of cut and fill embankments.

PSDA 5 FREEHAUL (CLAUSE 5.2.5.1)

Notwithstanding the contents of clause 5.2.5.1, all haul of material, whether within the limits of the site, from commercial sources, or disposed of at spoil sites, shall be considered as free haul.

PSDA 6 OVERHAUL (CLAUSE 5.2.5.2)

The cost of the movement and haulage of all materials shall be included in the rates for the respective items, from commercial sources, and no payment will be made for overhaul.

PSDA 7 IMPORTING OF MATERIALS (CLAUSE 8.3.4)

The Contractor shall be required to locate a suitable source for any imported materials.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (CLAUSE 3.1)

The provisions of PSDA 1 shall apply.

PSDB 2 DISPOSAL OF SOFT EXCAVATION MATERIAL (CLAUSE 5.6.3)

Surplus or unsuitable material from trench excavations shall be disposed of off-site.

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 SELECTED LAYER (CLAUSE 3.2.3)

Notwithstanding the requirements of clause 3.2.3, the material used in the upper selected layer shall have minimum grading modules of 0.75.

PSM ROADS (GENERAL)

PSM 1 COMPACTION CONTROL (CLAUSE 7.4)

Add the following to the end of clause 7.4:

“Except that where a nucleonic device is used, it shall have been satisfactorily calibrated against the sand replacement method for each type of material on which it is used.”

PSM 2 REGULAR MAINTENANCE AND INSPECTION OF ROAD INFRASTRUCTURE

PSM 2.1 Sweeping and Cleaning of Roads, Entrances and Parking Areas

The cleaning of roads, entrance and parking areas shall be undertaken by the permanent on-site crew and equipment, as directed by the engineer.

PSM 3 UNSCHEDULED MAINTENANCE OF ROAD INFRASTRUCTURE

PSM 3.1 Sweeping and Cleaning of Roads, Entrances and Parking Areas

In the event of unforeseen spills the cleaning of roads, entrance and parking areas shall include the channels adjacent to kerbs and shall require that the entire surface is thoroughly swept by hand or mechanical means with a stiff broom to loosen and remove all dirt, slit or debris of whatever nature that may occur on the surface. The operation shall include picking up the material swept from the surface, together with collection of all litter and other loose debris that is visible within the road reserve or fence lines, and disposal of all removed material off site.

The tendered rate shall include full compensation for the provision of all material, labour, tools, equipment, supervision and transport required to undertake the cleaning operation as specified, and for dealing with traffic during the cleaning operation.

PSM 3.2 Road Repairs

PSM 3.2.1 Repair of potholes

A provisional sum has been included to allow the Contractor to undertake repairs to minor potholes in asphalt surface roads, or along road edges. The specific repairs and specification for the repair will be agreed with the engineer.

PSM 3.2.2 Sealing of cracks

Where instructed by the Engineer, the Contractor shall be required to seal cracks in existing asphalt surfacing. Preparation for crack sealing shall require the cracks to be blown clean with compressed air, to ensure that all foreign and loose matter is removed from the cracks.

Immediately after cleaning, the cracks shall be primed by pouring in an invert bitumen emulsion manufactured from 80/100 penetration grade bitumen (MSP/1 or similar). Following the prime, the cracks shall then be sealed with an anionic stable grade bitumen emulsion. Cracks wider than 3 mm shall be sealed with emulsion to which rubber crumbs have been added, so that the binder contains net rubber content of 10% of the net binder content. The rubber crumbs shall be obtained by processing tyres. They shall be granulated, free from fibres, steel or other impurities, and shall pass through a 2.0 mm sieve. Deep cracks may require more than one application of sealant.

The unit of measurement shall be length in meters of crack sealed. Separate items will be scheduled for cracks of different widths.

The tendered rate shall include full compensation for the provision of all material, labour, tools, equipment, supervision and transport required to undertake the sealing operation as specified, and for dealing with traffic during the sealing operation.

PSM 3.2.3 Rejuvenation spray

Where instructed by the Engineer, the Contractor shall be required to treat areas of asphalt surfacing that have been identified as being deficient in binder. Preparation for treatment shall require the entire surface to be thoroughly cleaned of all dust, dirt, dung, oil or any other foreign matter that may be detrimental to the seal.

The treatment shall consist of the application of a fog spray of bituminous emulsion to the existing surface by means of a pressure distributor at the rate of application as directed by Engineer. The width of the spray may vary from 0.5 to 4.0 m and may comprise a 30%, 40% or 60% cationic or anionic spray grade emulsion.

The unit of measurement for treatment with diluted emulsion shall be the litre of net bitumen sprayed and separate items will be scheduled for spraying at different dilution rates.

The tendered rate shall include for full compensation for the provision of all material, labour, tools, equipment, supervision and transport required to prepare the surface and undertake the sealing operation as specified, and for dealing with traffic during the sealing operation.

PSM 3.2.4 Overlay with Slurry Seal

Where instructed by the Engineer, the Contractor shall be required to overlay existing open textured areas of asphalt with a slurry seal. The general requirements of SABS 1200 MG as regards materials, plant, equipment and construction shall apply.

Preparation for slurry seal shall require the entire surface to be thoroughly cleaned of all dust, dirt, dung, oil or any other foreign matter that may be detrimental to the seal. Thereafter the area to be treated shall be sprayed with tack coat comprising 30% stable grade bitumen emulsion.

The composition of the slurry seal shall be based on the following proportions by mass:

Aggregate (dry)	100
Stable grade emulsion (60%)	20
Cement	1- 1,5
Water	15

The nominal rate of application of the slurry shall be 0.0040 m³/m².

The unit of measurement for the application of slurry seal shall be square meter of surface area, and separate items shall be provided for application by hand or by spreader.

The tendered rate shall include for full compensation for the provision of all material, labour, tools, equipment, supervision and transport required to prepare and prime the surface and to mix and apply the slurry as specified, as well as for dealing with traffic during the sealing operation.

An additional item will be scheduled to allow for the establishment on site of a mechanical spreader.

PSM 3.2.5 Road repair/reconstruction

Provisional sum has been included to allow for possible road reconstruction including removal and reinstatement of base course layers and asphalt. The specific repairs and specification for the repair will be agreed with the engineer.

PSJ SEGMENTED PAVING

PSMJ 1 RECONSTRUCTION OF SIDEWALKS

Existing sidewalks comprise:

- 50mm thick rectangular precast concrete type SC bond pavers laid on a 20 mm sand bed
- Pavers are generally buff coloured, laid in a herringbone pattern, with a header course of slate coloured pavers along each edge.
- Edge pavers are bedded in a 50mm thick layer of 15 MPa concrete
- The entire sidewalk is laid on top of a 125 mm thick layer of G6 natural gravel subbase compacted to 95% OF MAMDD, over

- A 150 mm thick G6 selected layer compacted to 93% of MAMDD.

Where existing block paved sidewalk have been badly damaged, these shall require complete re-construction. The Engineer shall demarcate the extent of sidewalk to be re-constructed, thereafter the Contractor shall lift the existing pavers and stack these for re-use. The existing G6 material, together with the original bedding sand, shall then scarified to a disposed of off-site. Thereafter the existing selected layer shall be scarified to a depth of 150 mm and re-compacted to the required line and levels. The existing pavers should than be re-laid on a new sand bed, with the edges bedded in concrete as described above.

The re-construction of sidewalks shall be measured by the square meter of sidewalk surface that is ordered to be re-constructed.

The tendered rate shall include full compensation for the provision of all supervision, labour, tolls, plant and materials as necessary to carry out the re- construction as specified, using the existing pavers, and shall include the supply of the new G6 subbase and the bedding sand.

Additional items shall be scheduled to allow for the supply of additional pavers to replace broken pavers, and to allow for the extra cost of bedding edge units in concrete. The tendered rates for these items shall include full compensation for the additional costs of whatever nature that are extra-over to the basic costs for re-construction of the sidewalks.

PSMJ 2 RE-SETTING OF PAVERS AND EDGE UNITS

Where existing block paved sidewalks have been slightly damaged, these shall require to be re-laid. The Engineer shall demarcate the extent of sidewalk to be re-laid, thereafter the Contractor shall lift the existing pavers and stack these for re-use.

The existing bedding sand shall then be scarified and leveling and the pavers re-laid to match the surrounding areas. Should the header course along the edges be displaced then the existing concrete bed should be removed and the edge units re-laid on a new bed of concrete.

Re- laying of sidewalks shall be measured by the square meter of sidewalk surface that is ordered to be re-laid.

The tendered rate shall include full compensation for the provision of all supervision, labour, tools, plant and materials as necessary to carry out the re-laying as specified, using the existing pavers and bedding sand.

Additional items shall be scheduled for the supply of additional pavers to replace broken pavers where necessary, and to allow for the extra cost of bedding edge units in concrete. The tendered rates for these items shall include full compensation for the additional costs of whatever nature that are extra-over to the basic costs for re-laying of the sidewalks.

PSMJ 3 RECONSTRUCTION OF VEHICLE ENTRANCE

Existing vehicle entrances comprise:

- 80mm thick precast concrete zigzag pavers laid on a 20 mm sand bed
- Pavers are generally buff coloured, laid in a zigzag pattern, with a header course of slate coloured pavers along each edge.
- Edge pavers are bedded in a 50mm thick layer of 15 MPa concrete
- The entire entrance is laid on top of a 125 mm thick layer of G6 natural gravel subbase compacted to 95% OF MAMDD, over
- A 150 mm thick G6 selected layer compacted to 93% of MAMDD.

Where existing paved entrances have been badly damaged, these shall require complete re-construction. The Engineer shall demarcate the extent of works to be re-constructed, thereafter the Contractor shall lift the existing pavers and stack these for re-use. The existing G6 material, together with the original bedding sand, shall then be scarified to a depth of 150 mm and re-compacted to the required line and levels. The existing pavers should then be re-laid on a new sand bed, with the edges bedded in concrete as described above.

The re-construction of entrances shall be measured by the square meter of surface that is ordered to be re-constructed.

The tendered rate shall include full compensation for the provision of all supervision, labour, tools, plant and materials as necessary to carry out the re-construction as specified, using the existing pavers, and shall include the supply of the new G6 subbase and the bedding sand.

Additional items shall be scheduled to allow for the supply of additional pavers to replace broken pavers, and to allow for the extra cost of bedding edge units in concrete. The tendered rates for these items shall include full compensation for the additional costs of whatever nature that are extra-over to the basic costs for re-construction of the sidewalks.

PSMJ 4 RE-SETTING OF PAVERS AND EDGE UNITS TO VEHICLE ENTRANCE

Where existing block paved vehicle entrances have been slightly damaged, these shall require to be re-laid. The Engineer shall demarcate the extent of works, thereafter the Contractor shall lift the existing pavers and stack these for re-use.

The existing bedding sand shall then be scarified and leveling and the pavers re-laid to match the surrounding areas. Should the header course along the edges be displaced then the existing concrete bed should be removed and the edge units re-laid on a new bed of concrete.

Re-laying of entrances shall be measured by the square meter of surface area that is ordered to be re-laid.

The tendered rate shall include full compensation for the provision of all supervision, labour, tools, plant and materials as necessary to carry out the re-laying as specified, using the existing pavers and bedding sand.

Additional items shall be scheduled for the supply of additional pavers to replace broken pavers where necessary, and to allow for the extra cost of bedding edge units in concrete. The tendered rates for these items shall include full compensation for the additional costs of whatever nature that are extra-over to the basic costs for re-laying of the entrances.

PSMK KERBING AND CHANNELING

PSMK 1 BEDDING MATERIAL (CLAUSE 3.9)

The bedding material for precast kerbs and channels shall be concrete as detailed on the drawings.

PSMK 2 TRANSITIONS (CLAUSE 5.11)

Transitions between different types of kerbs, or on either side of kerb inlets shall be constructed to the details shown on the drawings.

PSMK 3 TRANSITION KERBS (CLAUSE 8.2.6.1)

Transition kerbs will be measured by the number for each type, extra over the respective types of kerbing and channeling. The rate shall cover all additional costs for construction of the transition using in-situ concrete.

PSMK 4 REPLACEMENT OF KERBS AND CHANNELS

PSMK 4.1 Replace with new

Where existing kerbs and channels have been badly damaged these shall be replaced with new kerbs and channels. In some cases, replacement shall be carried out with the same type of precast unit, while in other cases replacement shall use a different type of unit or shall utilize cast in-situ concrete.

The Engineer shall demarcate the extent of kerbs and channels to be replaced, thereafter the Constructor shall remove the existing sections together with the concrete bedding if applicable, and dispose of this off site. The sections shall be carefully removed so as not to disturb adjacent sections or damage the adjacent road surface or layer works.

Thereafter the Constructor shall replace the kerbs and channels with the profile and type as instructed, together with concrete bedding for precast units and shall re-instate the disturbed areas behind the kerbs. Where replacement is carried out with precast units then the edge between the new units and the existing road surface shall be sealed.

The contractor must allow to drill 2 x Y20 x 500mm long steel dowels per kerb, into existing hard stand and the new kerb. and fit with approved epoxy grout

Replacement of kerbs and channels shall be measured by the meter length and separate items will be scheduled for each shape and type of kerbs and channel.

The tendered rate shall include for full compensation for the provision of all supervision, labour, tools, plant and materials as necessary to carry out the replacement as specified, including the supply of precast units and concrete, and jointing.

PSMK 4.2 Replace with existing

Where existing kerbs and channels have been loosened, these shall be reinstated.

The Engineer shall demarcate the extent of kerbs and channels to be reinstated, thereafter the Constructor shall remove the existing sections together with the concrete bedding if applicable. The sections shall be carefully removed so as not to disturb adjacent sections or damage the adjacent road surface or layer works.

Thereafter the Constructor shall reinstate the kerbs and channels as instructed, together with concrete bedding for precast units and shall re-instate the disturbed areas behind the kerbs. Where reinstatement is carried out the edge between the reinstated units and the existing road surface shall be sealed.

The contractor must allow to drill 2 x Y20 x 500mm long steel dowels per kerb, into existing hard stand and the reinstated kerb, and fit with approved epoxy grout.

Reinstatement of kerbs and channels shall be measured by the meter length and separate items will be scheduled for each shape and type of kerbs and channel.

The tendered rate shall include for full compensation for the provision of all supervision, labour, tools, plant and materials as necessary to carry out the reinstatement as specified, including the concrete and jointing.

PSMK 5 REPAIR OF KERBS AND CHANNELS

Where existing kerbs and channels have been slightly damaged, but do not warrant replacement, then the Contractor shall be required to repair these in an approved manner using a proprietary epoxy mortar.

A Provisional Sum is included to cover the cost of these repairs and the materials, method and procedure to be used, together with the payment for the repair operation, shall be agreed with the Contractor prior to commencement of the work.

PSMM ANCILLARY ROADWORKS

PSMM 1 STRUCTURAL STEEL (CLAUSE 3.2.2)

All steel used to support road sign shall be hot dip galvanized to SABS763.

PSMM 2 ROAD SIGNS (CLAUSE 8.3)

Notwithstanding the contents of clause 8.3 of SABS1200 MM, the erection of road signs shall be measured by numbers, and separate items will be scheduled for signs of different types.

The rate tendered shall include for full compensation for the provision of signage and poles only. Labour and equipment measured elsewhere.

PSMM 3 ROAD MARKINGS (CLAUSE 8.4.1)

Lines will be measured by the meter and characters and symbols by the square meter.

PSMM 4 TIMBER POLES FOR VEHICLE BARRIERS

Where designated by the Engineer, the Contractor shall be required to install timber poles along road edges as barriers to prevent vehicles from parking on verges and sidewalks.

The poles shall comprise creosote treated poles of the diameter and length as scheduled and each shall be planted to a depth of 800 mm at the position and spacing as directed by the Engineer. The holes shall be backfilled with excavated material, compacted to at least the density of the surrounding ground, and excess excavated material shall be disposed of off-site.

Supply and installation of the poles shall be measured by the number, and the rate tendered shall include for full compensation for the provision of all supervision, labour, tool, plant and materials as necessary to carry out the installation as specified.

2.2.5 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Engineer who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

2.2.6 **SITE ESTABLISHMENT**

a) **Facilities provided by the Employer**

Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Engineer who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

Arrangements will be made for the contractor's staff to use the ablution facilities available on the site provide that they are kept in a clean condition and the contractor takes responsibility for breakages caused by his employees.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

b) **Facilities provided by the Contractor**

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Engineer.

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Engineer or their staff.

c) **Notice Boards**

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

2.2.7 **SITE USAGE**

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

2.2.8 PERMITS AND WAY LEAVES

Permits and way leaves are required for work on the IDZ services.

2.2.9 ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Engineer and request clarification prior to proceeding with the new construction.

2.2.9.1 Survey and Setting Out

The Contractor shall be solely responsible for the survey and setting out of any new work.

2.2.10 MANAGEMENT

2.2.10.1 Management of The Works

a) Planning and Programming

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Engineer a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Engineer.

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Engineer, and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Engineer.

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the approved program of work.

c) Methods and Procedures

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) Quality Control

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) Environment

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) Accommodation of Traffic

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) Other Contractors

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Engineer.

h) Testing, Completion, Commissioning

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion, and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) Communications

All communication of whatever nature shall be through the Employer's representative and the project team.

j) Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Engineer detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

k) Management Meetings

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

l) Payments

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Engineer together with the initial payment claim.

m) Records

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spread sheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Engineer and shall contain the following:

- Results of all routine quality test and inspections carried out
- A daily diary with a record of resources (both personnel and equipment) utilised on site.
- ELIDZ Labour Returns

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

In addition, the Contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out as per issued Site Instructions.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the Contractor until the report has been received.

n) Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Engineer. The procedure for preparation of Payment Certificates shall be as follows :

- The actual quantity for each item shall be agreed with the Employer's Agent based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the certified amount.
- The Employer's Agent shall submit the claim, the VAT invoice, and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the contractor within 30 days from receipt of an invoice from the Employer's Agent.

- All invoices are to be submitted for the attention of the Employer's Agent who will in turn deliver the authorized invoices to Accounts.

o) Permits

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

p) Proof of Compliance with the Law

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

2.2.11 Health and Safety Requirements and Procedures

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety, and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

2.2.14 **Environmental Management Plan (EMP) Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

2.3 SITE INFORMATION

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

2.3 SITE INFORMATION

2.3.1 EXISTING SERVICES

All areas within which the Contractor is required to undertake repair and maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

2.3.2 EXISTING BUILDINGS

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Engineer, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

2.3.3 ENVIRONMENTAL RESTRICTIONS

Certain areas within the ELIDZ have been designated as “Environmentally sensitive areas”. Drawings indicating the location and extent of these areas can be obtained by request from the Engineer. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Engineer.

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP