



MALUTI-A-PHOFUNG LOCAL MUNICIPALITY



BID NO: SCM/BID11/2023/2024

APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF FOOTBRIDGES IN MONONTSA

VOLUME 2

CLOSING DATE AND TIME: Thursday 23 November 2023 AT 10H00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
TECHNICAL ENQUIRIES: Mr HW Ungerer Maluti-a-Phofung Local Municipality Private Bag X805 Witsieshoek 9870 Tel No : 076 538 1722 Email: pjhcc@lantic.net	SUPPLY CHAIN MANAGEMENT UNIT Mr T.M. Thoabala Maluti-a-Phofung Local Municipality Private Bag X805 Witsieshoek 9870 Tel No: 058 718 3863 / 058 718 3871 Email: thabisot@map.fs.gov.za lebohangs@map.fs.gov.za

NAME OF BIDDER (BIDDING ENTITY):

BID AMOUNT INCL VAT:

CSD NUMBER:

NOTE: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE



LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: *General Conditions of Contract for Construction Works*, Third Edition, 2015, issued by South African Institution of Civil Engineering, which the Tenderer shall purchase himself.
- 2: The SANS *Standardized Specification for Civil Engineering Construction*, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The Project Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.

1 and 2 are available from the following organizations (as applicable):

CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, Email: general@cesa.co.za

SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, Email: civilinfo@saice.org.za

SAFCEC

South African Bureau of Standards

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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Section T1.2	Tender data
Section T1.2	Standard conditions of tender
Part T2	Returnable documents
Section T2.1	List of returnable documents
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PORTION 2: CONTRACT	
Part C1 Agreements and contract data	
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Section C1.3	Form of Guarantee
Section C1.4	Guarantee (Cash Deposit)
Section C1.5	Occupational Health and Safety Agreement

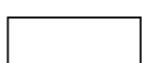
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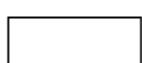
APPENDICES:

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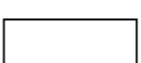
END OF SECTION



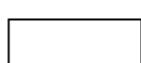
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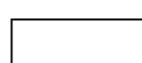
Witness 1



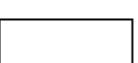
Witness 2



Employer



Witness 1



Witness 2

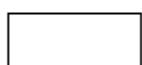
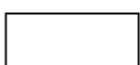
MALUTI-A-PHOFUNG LOCAL MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



CHECKLIST

To be completed by all Tenderers.

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	PLEASE TICK
A tax compliance verification pin on a SARS letterhead - Part T2 Section T2.1	No contract shall be awarded upon failure to submit a tax compliance verification pin on a SARS letterhead certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS	<input type="checkbox"/>
Copy of VAT Registration Certificate - Part T2 Section T2.	No contract shall be awarded upon failure to submit a VAT Registration Number. Only required if VAT Registration number is not indicated on Tax Clearance Certificate	<input type="checkbox"/>
Copy of Certificate of Incorporation (if tenderer is a Company) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Copy of Founding Statement (if tenderer is a Closed Corporation) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Copy of Partnership Agreement (if tenderer is a Partnership) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Certified copy of Identity Document (if tenderer is a One-man concern) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Joint Venture Agreement (if the tenderer is a joint venture) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
The CIDB certificate of contractor's registration, Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Bank Details (completed in full) – Part T2 Section T2.1 & T2.2	Non-responsive, tender eliminated	<input type="checkbox"/>
Form of Offer - Part C1.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Schedule of Quantities (All items in black ink) - Section C2.2	Refer to pricing Instructions	<input type="checkbox"/>
Calculation of Tender Sum - Section C2.3	Refer to pricing Instructions	<input type="checkbox"/>
Works Previously Executed - Section T2.2.6	Regarded as tender with no experience	<input type="checkbox"/>
Present Commitments - Section T2.2.7	Regarded as tender with no experience	<input type="checkbox"/>
Supervisory Personnel - Section T2.2.13	No designated personnel, possible experience risk	<input type="checkbox"/>
Labour Utilisation - Section T2.2.14	Regarded as tenderer with limited experience and understanding of contract scope	<input type="checkbox"/>
Compliance with OHSA (Act 85 of 1993) -Section T2.1 & T2.2	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act	<input type="checkbox"/>
Plant and Equipment - Section T2.2.16	Regarded as tenderer with limited experience and understanding of contract scope	<input type="checkbox"/>
Subcontractors & Emerging Subcontractors -Section T2.2.17	All work to be carried out by main Contractor or joint entity	<input type="checkbox"/>
Authority of Signatory & Certified Resolution - Section T2.2.5	Non-responsive, tender eliminated	<input type="checkbox"/>
B-BBEE Level – Section T2.2.18	Tenderer not tendering for PPPFA points	<input type="checkbox"/>
Declaration in terms of the Municipal Finance Management Act - Section T2.2.	Non-responsive, tender eliminated	<input type="checkbox"/>
Declaration of Interest - Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Property Rates Clearance: Copy of latest Municipal account / lease agreement – Part T2.1	No contract shall be awarded upon failure to provide the required information	<input type="checkbox"/>





Reason for non-compliance:

Contact Details:

Office Phone No. _____

Office Fax No. _____

Office Email.

Cell Phone No. _____

11. **What is the primary purpose of the following statement?**

SIGNED ON BEHALF OF TENDERER

DATE:

1

Contractor

Witness 1

100

Whence 2

100

Employer

1

Witness 1

100

Witness 2



VOLUME 2: CONTRACT DOCUMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part C3

Scope of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCOPE OF WORK

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Section C3.1

Description of the Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C 3.1 DESCRIPTION OF THE WORKS

The works specifications form an integral part of the contract documents and shall be deemed to supplement, the Standard Specifications (SANS 1200)

In the event of any discrepancy or conflict with any part or parts of the Standard Specifications (SANS 1200), the Bill of Quantities or the Drawings, the Works Specifications shall take precedence.

The Standard Specifications (SANS 1200) which form part of this Contract have been written to cover all phases of work normally required for Civil Engineering contracts and they may therefore cover items not applicable to this particular contract.

C3.1.1 Employer's Objectives

The Employer's objectives are to deliver public infrastructure using labour-enhanced construction methods in the execution of certain items of the Works. In this specific instance the Employer's objective is to provide concrete foot bridges for Poelong, Selahliwe and Phophopho communities.

The aim is to provide temporary employment opportunities coupled with training for the communities within and in close proximity of for Poelong, Selahliwe and Phophopho communities by introducing labour-intensive construction methods on those items of work which are suitable to be executed in this manner. The contractor will have to provide documentation to prove his usage of local labour.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximately detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

It is a condition of this contract that the Employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.

Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of clause 36 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered on the basis of such adjustments or limitations in terms of clause 50/10 or the General Conditions of Contract.

C3.1.2 Overview of the Works

The work to be carried out entails the construction of three concrete footbridges in Monontsa in the villages of for Poelong, Selahliwe and Phophopho within the Maluti-a-Phofung Local Municipality

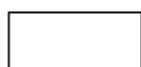
C3.1.3 Extent of the works

The works to be carried out by the Contractor under this Contract comprise mainly the following:

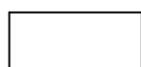
The construction of three new concrete footbridges

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Bill of Quantities.



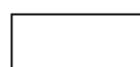
Contractor



Witness 1



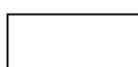
Witness 2



Employer



Witness 1



Witness 2



C3.1.4 Location of Site

The site is located in the villages Poelong, Selahliwe and Phophopho in Monontsa near Phuthadijhaba Free State – South Africa). Access to the site is via the provincial road and the main access roads into Monantsa Township. The coordinates of the project area are approximately S 28°34'00" and E 28°44'13E.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section C3.2

Engineering

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.2 ENGINEERING

C3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for civil engineering infrastructure will apply:

- i) SANS 1200
- ii) Guidelines for the provision of engineering services and amenities in residential township development by the National Housing Board (Red Book)
- ii) General Conditions of Contract for Construction Works (2015) (Third Edition) by the South African Institution of Civil Engineers.

C3.2.2 DESIGN AND SPECIFICATIONS

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.
- (d) Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.3 LIST OF DRAWINGS

Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/ record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for tender purposes are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.



Section C3.3

Procurement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;

provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;

ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and enable risk, responsibilities and obligations to be clearly identified.

C3.3.2 Preference Point Scoring System

The Preference Points Scoring system will be applied as indicated in Part T1.2, 3.11.3 Method 4.

C3.3.3 Subcontractors

The contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract.

The contractor will be required to subcontract the any specialised works to a specialist Subcontractor, familiar with the type of work.

C3.3.4 Participation of Targeted Enterprises

C3.3.4.1 Introduction

This document provides for the setting of participation targets (contract participation goal) for a contract and the measurement of key participation indicators to be used in the audit of compliance with set contract participation goals during the execution of the contract. The Maluti-a-Phofung Local Municipality has determined the minimum Contract Participation Goal (CPG) for this contract is **30%**

C3.3.4.2 Requirements

- a) The contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract.
- b) The contractor must submit to the principal agent / engineer details of his plan to achieve the minimum contract participation goal in the Contract Participation Goal Implementation Plan (see Annexure A), within five working days of being instructed to do so. If no such instructions are given, these plans must be submitted to the principal agent / engineer before or with the submission of the first claim for payment.
- c) The contractor must enter into written contractual agreements with all the targeted enterprises cited in the Contract Participation Goal Implementation Plan and shall, as soon as is practicable, but not later than the commencement of such subcontracted works and/or services, furnish the principal agent/engineer with copies of such agreements and the written acceptances thereof.
- d) Such written contractual agreements must not contain any of the following:



- i) a right to set off in favour of the employing contractor not provided for by law;
- ii) arbitrary decision making powers in favour of the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- iii) payment procedures based on a pay-when-paid system;
- iv) retention percentages and periods of retention after completion, which are greater than percentages and periods provided for in the contract; or
- v) conditions which are more onerous than those which exist in the contract.

e) The subcontracts to be performed by the targeted enterprises shall thereafter neither be reduced in scope, nor terminated without prior written notification to the employer.

f) Verification of the status of targeted enterprises: The contractor must submit to the principal agent / engineer completed Targeted Enterprise Declaration Affidavits (see Annexure B), together, where required, with Letters of Undertaking to act as Subcontractors (see Annexure C), in respect of each and every targeted enterprise whose contribution shall be counted towards the tendered contract participation goal. These documents must be submitted before or with the submission of the first claim for payment, or as otherwise agreed in writing with the employer.

NOTE: The information contained in the Contract Participation Goal Implementation Plan facilitates the monitoring of the performance of the contractor in terms of his contract participation goal obligations.

C3.3.4.3 Substitutions

a) In the event that a contracted targeted enterprise is found:

- i) to be unable to perform, or to perform on time;
- ii) to be unable to produce acceptable work
- iii) to be unwilling to perform work required;
- iv) not to be fit to perform the services; or
- v) not to be creditable towards contract participation goals;

the contractor shall notify the employer in writing of the apparent necessity to reduce or terminate such a targeted enterprise's subcontract, citing the reasons therefore, as well as new measures to be implemented by the contractor to achieve the tendered contract participation goal.

b) In such event, the contractor shall either provide a substitute targeted enterprise to take over the works and/or services of such subcontract or subcontract a targeted enterprise on another aspect of the contract, so as to achieve the tendered contract participation goal. The contractor shall, in such circumstances, submit to the employer a Targeted Enterprise Declaration Affidavit in respect of the proposed substitute or subcontracted other targeted enterprise, and supply details of the nature and value of the subcontract which shall be performed by such targeted enterprise.

c) Provided that the events referred to in 3.3.4.2(b) (i) to (v) resulted due to no fault of the contractor, the employer may, at his sole discretion and upon the basis of evidence submitted by the contractor in support of fruitless efforts in good faith to secure substitute or other targeted enterprise participation, grant a waiver in respect of contract participation goal obligations.

C3.3.4.4 Bona fides of targeted enterprises

Where an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such an enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.3.4.5 Records

- a) The contractor shall submit all the documentation required in terms of 4.3.4.2(b), 4.3.4.2(c) 4.3.4.2(f) and 4.3.4.3(b) timeously as well as a schedule clearly indicating the commencement and completion dates of works and/or services to be performed by all the contracted targeted enterprises, for the purpose of securing credits towards the tendered contract participation goal. This schedule shall be submitted together with his programme which is required in terms of the relevant conditions of contract and shall be updated by the contractor whenever a change in date occurs.
- b) The contractor shall prepare and attach to his claim for payment, in a form approved by the employer, the following:
 - i) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis; and
 - ii) a schedule reflecting the total value of the subcontracts, the cumulative value of the subcontracts and the value of works and/or services performed over the period for which payment is claimed in respect of each and every targeted enterprise.
- c) Should random inspections conducted by the principal agent / engineer on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this document, the contractor shall provide, in addition to the requirements of 4.3.4.5(b), separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the principal agent / engineer.
- d) The principal agent / engineer shall certify the value of work completed towards the tendered contract participation goal whenever a claim for payment is issued and shall notify the contractor of this amount.
- e) The contractor shall, upon completion of each individual targeted enterprise's subcontract, issue a completion certificate and certify the amount paid to such targeted enterprises. The contractor shall submit the certificates, counter-certified by the relevant targeted enterprises, to the principal agent / engineer for record-keeping purposes and for purposes of verifying compliance with the tendered contract participation goal.
- f) The contractor's claims for payment may be rejected as being incomplete should all appropriate supporting documentation described in 4.3.4.5(b), 4.3.4.5(c), and 4.3.4.5(e) not be provided.
- g) The contractor's final claim for payment may be considered only after certificates described in 4.3.4.5(e) are received.

3.3.4.6 Penalties

- a) In the event that the contractor fails to substantiate that any failure to achieve the tendered contract participation goal was due to quantitative underruns, the elimination of items contracted to targeted enterprises, or any other reason beyond the contractor's control which may be acceptable to the employer, the penalties provided for in 3.3.4.6(a) (i) below shall apply:
 - i) The contractor shall be liable to the employer for the payment of a penalty amount equal to 0.05% of the financial value of contracts not awarded to targeted enterprises required to have achieved the minimum contract participation goal.



Annexure A

Contract Participation Goal Implementation Plan

Employer	
Project description	
Tender number	
Project reference	

A.1. Contract parameters

Contract participation goal applicable to the contract %

Contract sum at time of award (exclusive of value)	R
Less: preliminaries	R
Less: contingencies and escalation	R
Net amount	R

A.2. Achieving the contract participation goal

I/We commit to achieve the contract participation goal (CPG) by subcontracting to targeted enterprises.

A.3. Documentation

In support of my/our contract participation goal requirements, I/we submit the following documents:

(List all documents accompanying this form viz: Targeted Enterprise Declaration Affidavits; Letters of Undertaking to perform as Subcontractors) *

* Contractors are responsible for the reproduction of sufficient number of copies of these forms for the purpose of this contract.

A.3.1.

.....

A.3.2.

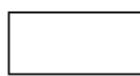
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A.3.3.

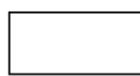
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A.3.4.

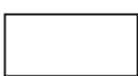
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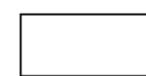
Contractor



Witness 1



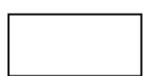
Witness 2



Employer



Witness 1



Witness 2



A.4. Contracting of targeted enterprises as subcontractors

Note: The financial value of the participation aimed towards the contract participation goal shall exclude preliminaries, contingencies, escalation and value added tax

I/we certify that I/we will be contracting the following targeted enterprises as subcontractors:

A.4.1

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

A.4.2

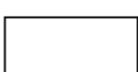
Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation Claimed towards contract participation goal	%



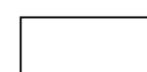
Contractor



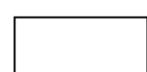
Witness 1



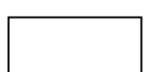
Witness 2



Employer



Witness 1



Witness 2



A.4.3

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation Claimed towards contract participation goal	%

A.4.4

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation Claimed towards contract participation goal	%

(Continue as required for other targeted enterprises)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



A5. Summary of targeted enterprise

Name of contracted targeted enterprise	Financial value of subcontracts	Percentage participation claimed towards contract participation goal
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
Total contribution towards CPG	R	% (2)

Targeted Contract Participation Goal:

$$Ng = (2)/(1) \times 100 = R \dots \dots \dots /R \dots \dots \dots \times \\ 100 = \dots \dots \dots \%$$

A.6. Undertaking

I/We hereby certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed targeted enterprises named are able to perform commercially useful functions in the performance of the contract and are *bona fide* targeted enterprises.

SIGNED FOR THE CONTRACTOR:

--	--	--

Name of contractor
Date

Signature

WITNESSED BY:

--	--	--

Name of witness

Signature

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annexure B

Targeted Enterprise Declaration Affidavit

Employer	
Project description	
Tender number	
Project reference number	

B.1. Name of targeted enterprise

B.2. Legal Entity

Company or Close Corporation:	OR	Natural Person or Partnership:
Registration number:		Identity Number(s) is/are:
Income Tax Reference Number:		Income Tax Reference Number(s) is/are:

B.3. And who is:

Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Affidavit, authorizing the representative to make this affidavit
--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B4 Principal business activities

B.5. Domicilium citandi et executandi

The targeted enterprise elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

B.6. Other contact details of the targeted enterprise are:

Telephone No:	
Cellular Phone No:	
Fax No:	
Postal address:	
Bank:	
Branch:	
Account number:	
CIDB Registration Number:	
CIDB Contractor Grading	

B.7. List a minimum of three (3) contracts which you are presently engaged in and have not yet completed:

Contract description	Location	Employer	Contract amount	Expected completion date (month)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



B.8. List the three (3) largest contracts/assignments completed by you in the last three years:

Work performed	Employer	Contact person & telephone	Contract amount

B.9. Declaration (to be signed in the presence of a Commissioner of Oaths):

I, the undersigned,

(a) warrant that I am duly authorized to depose to this Affidavit on behalf of

.....; and

(b) confirm that the contents of this Affidavit are within my personal knowledge, and are, save where stated otherwise, to the best of my knowledge and belief both true and correct.

--	--	--

Name of deponent

Signature

Date

--	--	--

Duly authorized to sign on behalf of:

Address:

Telephone

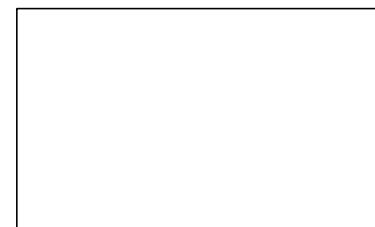
Signed and sworn to before me at on this day of 20..... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Signed:

Official Stamp:

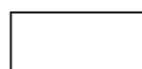
.....

Commissioner of Oaths

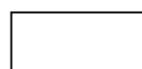


NOTE: All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths

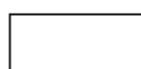
Page 24 of 100



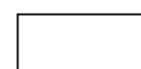
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Annexure C

Letter of Undertaking from a Targeted Enterprise to act as a Subcontractor

Employer	
Project description	
Tender number	
Project reference number	

FROM: (name and address of targeted enterprise)

Name	
Address	

TO: (name and address of contractor)

Name	
Address	

The undersigned undertakes to perform the following works and/or provide the following services in connection with the above-mentioned contract:

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

for an estimated amount of R.....excluding preliminaries, contingencies, escalation and value added tax subject to the terms of any agreement made between us for the purposes of the contract.

The status of the undersigned as a targeted enterprise is confirmed in the attached targeted enterprise declaration affidavit.

Name	Signat	Design	Date

who duly warrants that he/she is authorized to sign this letter.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section C3.4

Construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4 CONSTRUCTION

C3.4.1 WORK SPECIFICATIONS

C3.4.1.1 Applicable Standardized Specifications

The following SANS Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	:	GENERAL
SANS 1200 AB	:	ENGINEER'S OFFICE
SANS 1200 C	:	SITE CLEARANCE
SANS 1200 D	:	EARTHWORKS
SANS 1200 DB	:	EARTHWORKS (PIPE TRENCHES)
SANS 1200 DM	:	EARTHWORKS (ROADS, SUBGRADE)
SANS 1200 G	:	CONCRETE (STRUCTURAL)
SANS 1200 H	:	STRUCTURAL STEELWORK
SANS 1200 L	:	MEDIUM-PRESURE PIPELINES
SANS 1200 LB	:	BEDDING (PIPES)
SANS 1200 LC	:	CABLE DUCTS
SANS 1200 LD	:	SEWERS
SANS 1200 ME	:	SUBBASE
SANS 1200 MFL	:	BASE (LIGHT PAVEMENT STRUCTURES)
SANS 1200 Mj	:	SEGMENTED PAVING
SANS 1200 MK	:	KERBING AND CHANNELLING

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.4 Variations and Additions to the SANS Standardized Specifications Variations and additions to Standardized Specifications Civil and Electrical specifications listed in C3.4.1 are given in section C3.4.6.

C3.4.1.5 Particular Specifications

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

AO : Occupational Health and Safety

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

1. Water Supply

The Contractor shall, in accordance with the provisions of sub clause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



2. Electrical Power Supply

The Contractor shall, in accordance with the provisions of sub-clause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Engineer, produce proof of such compliance.

3. Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

4. Area for Contractor's Site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purpose of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purpose not directly associated with the execution of the Contract.

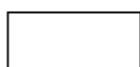
The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilizing any area than that made available to him by the Employer, and which costs exceed those costs allowed for the Contractor in his Tender.

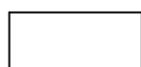
C3.4.2.2 Facilities provided by the Contractor

1. Facilities for the Engineer

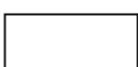
The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.



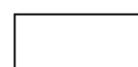
Contractor



Witness 1



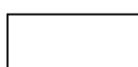
Witness 2



Employer



Witness 1



Witness 2



(i) Office accommodation

No separate office is required for the Engineer or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Engineer and his Representative.

The Engineer and his Representative shall be allowed free use of all the Contractor's site facilities.

The Engineer and the Engineer's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

(ii) Carports

The Contractor shall provide on Site for the duration of the Contract, one carport for the sole use of the Engineer and his staff. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m² and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

The Contractors shall provide, erect and maintain two contract name board at such position and location directed by the Engineer, which name boards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

The Contractor shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.



(v) Survey equipment and assistants

Survey equipment

Whenever reasonably required by the Engineer, the Contractor shall make available to the Engineer or his representative, the following additional survey equipment:

- 1 tacheometer with tripod.
- 1 survey staff for tacheometer.
- 1 Distomat, complete with tripod and fully charged battery.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Computer facilities

The Contractor shall, for the duration of the Contract, provide the computer equipment together with the software specified hereunder, for the exclusive use of the Engineer and his staff.

- 1 computer
- 1 printer

The computers shall comply with the following minimum specifications:

- Intel core
- 1GB RAM
- 100 GB hard disk
- 101 type keyboard
- 15" SVGA colour monitor
- 1,44 Mb 3,5" FDD
- 8 Mb AGP display adapter
- One parallel and two serial ports
- Mini-tower case, including 220V power supply unit
- Three-button mouse with mouse pad
- Fax/voice/data modem

Printers shall, unless otherwise approved by the Engineer, be Hewlett-Packard 600 Series DeskJet printers or equivalent compatible. All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

(a) Microsoft Windows 11



- (b) MS-Office 365
- (c) MS Projects

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

(vii) Electricity supply for the Engineer

All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorized electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer. The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Sub-clause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

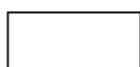
2. Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

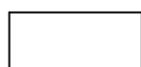
The sources of all water utilized for the purposes of the Contract shall be subject to the prior approval for the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

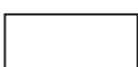
All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and portable to the satisfaction of the health authorities in the area of the Site.



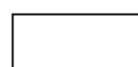
Contractor



Witness 1



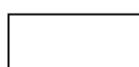
Witness 2



Employer



Witness 1



Witness 2



No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

3. Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

4. Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated in the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

C3.4.2.4 Permits and wayleaves

The Employer shall be responsible to obtain all the wayleaves required for this Contract.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control

- (i) Contractor to engage services of an independent laboratory

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilized and workmanship achieved by the Contractor comply with the requirements of the Specifications. The a foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of sub clause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in the sub clause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and the copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

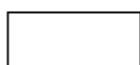
(a) Tests in terms of sub clause C3.4.2.5(b)(i)

(b) The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause C3.4.2.5(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause C3.4.2.5(b)(i).

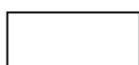
Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(c) Additional tests required by the Engineer

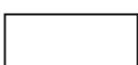
The costs of any additional tests required by the Engineer in terms of sub clause C3.4.2.5(b)(i): Additional tests required by the Engineer, shall be



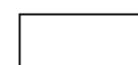
Contractor



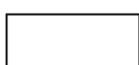
Witness 1



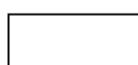
Witness 2



Employer



Witness 1



Witness 2



reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilized and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(a) Subcontractors (see also, Section: C3.3; Procurement: C3.3.3)

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(d) Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200D. This item applies to all borrow material required under this Contract.

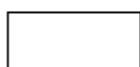
The requirements of sub clause 5.2.2.2 of SANS 1200D regarding the opening up, maintenance and closing down borrow pits shall be adhered to.

(e) Access to properties

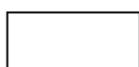
The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and expect as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of intended closure and its probable duration, and reopens and route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety



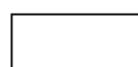
Contractor



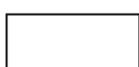
Witness 1



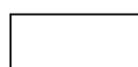
Witness 2



Employer



Witness 1



Witness 2



measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Existing residential areas

Electricity and water supply interruptions in existing residential area shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24hours but not more than 48 hours in advance. Supplies shall be normalized by 16:00 on the same day.

(g) Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

It is the primary intention of this Contract that where possible, work can be carried out by Labour Intensive Construction Methods in accordance with the Expanded Public Works Program Guidelines. The adoption of this method of construction will in no way lessen the responsibilities of the Contractor nor will it permit any deviation from the technical specifications of the Works.

Construction shall be planned so that those operations that can reasonably be done by hand shall be done so. The Contractor shall utilize a core of artisans, supervisors and specialist labour to supervise work on site, with the bulk of the labour force being recruited from the local community.

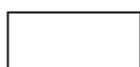
Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of the Project Specifications.

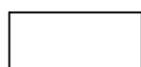
Subject to considerations of occupational health and safety, the portions of the be executed using labour-intensive construction methods are:

- Clearing and grubbing
- Excavation for structures up to 1,5 m deep;
- Erection of formwork
- Binding and installation of concrete reinforcement
- Preparation for placing of segmented block paving
- Construction of concrete edge beams
- Laying of segmented block paving
- Finishing of works and
- Cleaning and tidying up of the Site.

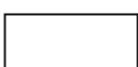
In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that



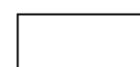
Contractor



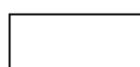
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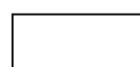
Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

For labour intensive construction to be successful and feasible, a high degree of community participation must be exercised throughout the process.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Labour-intensive competencies of supervisory and management staff

Contractor having a CIDB contractor grading designation of 4CE/3CEPE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 May 2004 to 30 June 2006, are registered for training towards, the skills program outlined in Table1.

The managing principal of the contractor, namely a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period of 1 May 2004 to 30 June 2006 be registered on a skills program for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 May 2004 to 30 June 2006 be registered on a skills program, for the NQF level 2 unit standards or NQF level 4 unit standards.

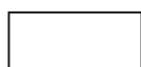
	NQF Level	Unit Standard Titles	Skills program description
Team leader/supervisor	4	Apply labour-intensive Implement Labour- Intensive Construction Systems and Techniques	
Foreman / Supervisor	4	Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site agent/ Manager (i.e. the contractor's most senior representative who is resident on the site)	5	Manage Labour- Intensive Construction Processes	Skills program against this single unit standard

(h) Employment of unskilled and semi-skilled workers in labour-intensive works

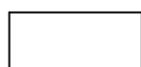
1.1 Requirements for the sourcing and engagement of labour

- 1.1.1 Unskilled and semi-skilled labour required for the executions of all labour- intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the EPWP for the municipality is R 90.00 per task or per day and shall not be lower than the Ministerial Determination for the Expanded Public Works Program

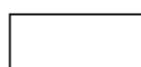
“In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programs (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.



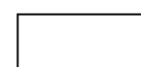
Contractor



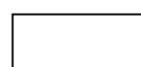
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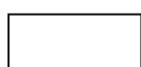
Witness 2



Employer



Witness 1



Witness 2



Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 The rate set should take into account wages paid for comparable unskilled Work in the local area per sector, if necessary.
- 10.4.2 The rate should take an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality or work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.
- 10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.
- 1.1.3 Tasks established by the Contractor must be such that:
 - (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 task per week in 55 hours or less.
- 1.1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/ or who come from households:
 - (a) where the head of the household has less than a primary school education
 - (b) those who are not in receipt of any social security pension income.
- 1.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (a) 60% women;
 - (b) 55% youth who are between the ages of 18 and 35; and
 - (c) 2% on persons with disability.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1

Definition

Targeted labour: Unemployed persons who are employed as local labour project.

1.2.2

Contract participation goals

- 1.2.2.1 The Contract participation goal shall be measured in the performance of the Contract to enable the employment provided to targeted labour to be qualified.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programs.

1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.3.1 Variations to SANS 1914-5

1.2.3.1.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value- added tax or sales tax which the law requires the employer to pay the Contractor.

1.2.3.1.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour.

1.3.1 The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, may be supplemented by the provincial office of the Department of Labour.

This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the Contract, of the likely number or persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works - Cinderella Makunike

Fax: 012 328 6820 or email Cinderella.makunike@dpw.gov.za,

Tel: 083 677 4026.

1.3.4 The Contractor shall be responsible for scheduling the training of workers and shall take all Reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum or ten (10) days if he/she is employed for 4 months or more.

1.3.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programs.

1.3.6 An allowance equal to EPWP Minimum wage rate 100% of the task rate or daily rate as stipulated in the Ministerial Determination for EPWP Workers, shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.

1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.



1.4 PPE for Local Labour

1.4.1 All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests

Protective headwear

1.4.2 The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

1.5

Reporting on local labour

1.5.1

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

(i) Employment of local labour

It is the intention that the Contract should make maximum use of the local labour force that is presently unemployed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tender. The data on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the approval of the Engineer, which approval shall not be unreasonably withheld.

(j) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 (GCC2015) of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.



For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 (GCC 2015) of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(l) Construction in restricted area

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(m) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(n) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foreman, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractors' attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the

relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6

Extension of time due to abnormal rainfall

(a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/x$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

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

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Average number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site.

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded in the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the Region of the Site

The factor $(Nw - Nn)$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

(b) The rainfall records at rainfall station nearest to the site, obtainable from the South African weather Services for the period 1990 to date will be used, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



V were obtained by applying the rainfall and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workman and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Clause 5.12 (GCC 2015) of the Conditions of Contract for the extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly;

Always provided that:

- (i) the period allowed to the Contractor in terms of Clause 10 (GCC 2015) of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated the last day of the month to which the claim applies; and
- (ii) the 28-day period allowed to the Engineer in terms of Clause 10.1.2 (GCC 2015) of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with the sub clause C3.4.2.6(a) above.

provided always that ;

- (ii) rainfall occurring within the period of the Contractor's Christmas shut- down period (referred to in the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values.
- (iii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than Wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values
- (iv) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (v) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.
- (f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 5.12 (GCC 2015) and Clause 10 (GCC 2015) of the Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4.3 Plant and Material equipment

C3.4.3.1 Plant and material supplied

The Employer shall not supply any plant or materials. C3.4.3.2

Material, samples and shop drawings

(a) Samples

Materials or work which does not conform to the approved samples submitted in the terms of Clause 7.4.1 (GCC2015) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The cost of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall in accordance with the provisions of Clause 7.4.4 (GCC2015) of the Conditions of Contract, be for the Contractor's account.

C3.4.5 Existing Services

C3.4.5.1 Known Services

All known services are indicated on the drawings, to the best knowledge of the employer.

C3.4.6 Construction Issues

All construction issues shall be as specified in Scope of Work.

C3.4.7 Contractor's Employees

1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS (DOES NOT APPLY TO EPWP WORKERS FOR LIC WORKS)

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997). As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectorial Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts.

1.1 Employment contracts

The Contractor shall enter an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

1.2 Normal working hours

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one

(1) is taken then the normal working day will be as follow:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

1.3 Minimum wages

Minimum wages shall be in strict accordance with the minimum statutory wage for the civil engineering sector as published in the Government Gazette of 25 May

2009, Regulation Gazette No.9141, Volume 530, Number 32525. The minimum wage for all employees in the Civil Engineering Sector will be as & when amended from time to time:

01 September 2010 to 31 May 2011 – Previous Year Rate + CPI (eoer)

01 September 2011 to 31 May 2012 – Previous Year Rate + CPI (eoer)

Overtime pay shall be 1.5 times the ordinary wage. An employee shall be paid monthly.

1.4 Short time (excluding short time due to inclement weather)

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

1.5 Short time resulting from inclement weather

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employees for the number of hours worked.

1.6 Vacation leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

1.7 Family responsibility leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave.

1.8 Maternity leave

At least (4) months unpaid leave

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1.9 Sick leave

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

1.10 Piece work

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- i. On short period contracts i.e. a contract which states from which date work commences and on which day employment terminates, the terms of the employment contract shall apply;
- ii. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project.
- iii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year.
- iv. Four (4) weeks if employee has been employed for more than one year.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section C3.5

Management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.5 MANAGEMENT

C3.5.1 Generic Specifications

The SANS 1200 Standardized Specifications listed in 4.1.1 are applicable.

SANS 1200A	:	GENERAL
SANS 1200C	:	SITE CLEARANCE
SANS 1200 D	:	EARTHWORKS
SANS 1200DB	:	EARTHWORKS (PIPE TRENCHES)
SANS 1200DM	:	EARTHWORKS (ROADS, SUBGRADE)
SANS 1200G	:	CONCRETE (STRUCTURAL)
SANS 1200 L	:	MEDIUM-PRESURE PIPELINE
SANS 1200 LB	:	BEDDING (PIPES)
SANS 1200 M	:	CABLE DUCTS
SANS 1200 ME	:	SUBBASE
SANS 1200MF	:	BASE (LIGHT PAVEMENT STRUCTURES)
SANS 1200 MJ	:	SEGMENTED PAVING
SANS 1200 MK	:	KERBING AND CHANNELLING

The SANS 10142, 60529, 1186, 1507-3 Standardized Electrical Specifications listed in 4.1.1 are applicable.

C3.5.2 Accommodation of traffic

The following contain the Employer's general requirements for accommodating the traffic during construction:

- i) The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- ii) Failure to maintain road signs, warning signs, etc. in good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.
- iii) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.
- iv) The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.
- v) Sufficient signage shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- vi) Temporary closures of up to a maximum of four hours during daytime will be allowed for blasting and cleaning of the road where the construction of temporary deviations will not be possible. The travelling public and local residents shall be notified of these closures well in advance.
- vi) The Contractor shall also provide a full time traffic safety officer for the duration of the contract.
- vii) The Contractor will be allowed to use prefabricated pipes for the storm water drainage in temporary deviations.

C3.5.3 Extension of time on account of abnormal rainfall

RAINFALL TABLE

The latest records should be obtained from the National Weather Office if required for Harrismith which is the nearest weather station to Phuthaditjhaba.

The 24-hour design rainfall intensities for various recurrence intervals for Monontsa Township were sourced from Phuthaditjhaba Weather Station with a **Mean Annual Precipitation (MAP) of 1020mm**. The rainy season lasts from October to March/April, with maximum rainfall usually in January. This information was sourced from an electronic database, called Design Rainfall Estimation in South Africa, developed by JC Smithers and RE Schulze.

The 24 hour design rainfall intensities for various recurrence intervals for Monontsha Township, as retrieved from JC Smothers' and RE Schulze's work are shown in Table 2 below.

Table 0-1: 24 Hour Design Rainfall for Various Recurrence Intervals

Duration

Return Period (Years)

	(m/h/d)	2	5	10	20	50	100	200
24	hr	115.8	78.2	184.4	212.4	250.4	279.8	310.2
1	day	96.2	130.0	153.4	176.8	208.2	116.4	258.0
2	day	108.2	159.6	188.4	217.0	255.8	286	317.0
3	day	113.4	180.2	212.6	244.8	288.4	322.4	357.6
4	day	144.2	194.6	229.8	264.6	311.8	348.6	386.40
5	day	153.0	206.8	244	281.2	331.2	370.2	410.6
6	day	160.8	217.2	256.4	295.4	348.0	389.0	431.2
7	day	167.6	226.6	267.4	308	362.8	405.6	449.6

Mean Annual Rainfall = 1020m

Page 50 of 100



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- (a) The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 (GCC 2015) of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of 14 normal working days (as defined in Clause 5.8 (GCC 2015) of the Conditions of Contract) during the Contract.
- (b) Extension of time, if granted by the Engineer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet conditions, less the number of normal working days specified in sub clause (a) above.
- (c) In determining the revised Due Completion Date of the Contract, the Engineer shall add the equivalent number of normal working days delay determined in accordance with sub clause and all the intervening normal non-working days to the prevailing Due Completion Date

C3.5.4 Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councillor. The functions of the PSC will be to:

- Assist in monitoring the project;
- Ensure that the community provides assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour Intensive construction.
- Identify skills, skilled personnel and suppliers in the town.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters, community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

C3.5.5 Restrictions on the use of personnel in the permanent employment of the Contractor

- (a) The Contractor shall limit the use of his permanently employed personnel to that of key personnel only and shall, subject to the further provisions of the Scope of Work execute and complete the works using a temporary workforce working directly for the Contractor and/or for subcontractors.
- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant authorize in writing that the Contractor may use workers not being his key personnel but who are in his permanent employ in execution of the Works. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
 - (i) The unavailability of sufficient numbers of temporary workers and/or subcontractors to execute the Works, provided always that the Contractors has proved that he has



exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers to temporary workers and subcontractors and has exhausted all reasonable recruitment options.

- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, or sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time of completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract; and
- (iii) Any other circumstance which the Engineer may deem as constituting a warrant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section C3.6

Particular Specifications and Variations and Additions to the Standard Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.6.1 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

PSA **GENERAL (SANS 1200 A)**

PSA2 **INTERPRETATIONS**

PSA2-1 **Applicable edition of standard (Subclause 2.2)**

Add at the beginning of Subclause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications),"

PSA2-2 **Definitions and abbreviations (Subclauses 2.3 and 2.4)**

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T" and "Department of Posts and Telecommunications" shall mean "Telkom SA Limited".

PSA2-3 **Abbreviations (Subclause 2.4)**

Add to Subclause 2.4(b):

"MAMDD: Modified AASHTO maximum dry density".

PSA2-4 **Items in Schedule of Quantities (Subclause 2.8.1)**

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or project specification".

PSA3 **MATERIALS**

PSA3-1 **Quality (Subclause 3.1)**

Where a material to be used in this Contract is specified to comply with the requirements of an SABS Standard Specification, and such material is available with the official SABS mark, the material used shall bear the official mark.

PSA4 **PLANT**

PSA4-1 **Medical facilities and safety equipment**

The suitable first aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Subclause 4.2 of SABS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

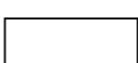
PSA4-2 **Latrine facilities (Subclause 4.2)**



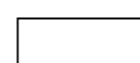
Contractor



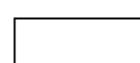
Witness 1



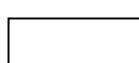
Witness 2



Employer



Witness 1



Witness 2



The suitable sanitary services required by Sub-Clause 23(2) of the General Conditions of Contract, shall be of the bucket or chemical type and shall be readily accessible to workers at all areas of the site. The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

PSA 5 CONSTRUCTION

PSA5-1 Setting out of the Works (Subclause 5.1.1)

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs, benchmarks and line pegs and inform the Employer's Agent of any discrepancy. Co-ordinates are based on Lo 29 and reduced levels on MSL.

PSA5-2 Existing services (Subclause 5.4)

PSA5-2.1 Action by Contractor (Subclause 5.4)

It is not likely that services other than those shown on the drawings, exist within the construction area.

PSA5-3 Existing fences, boundary walls and structures

If the Employer's Agent issues a written instruction to remove existing fences, walls or other structures or part thereof, the Contractor shall dismantle and recover the various components and store them in a security area. As soon as possible after the completion of the work in the area, the Contractor shall, if so directed, re-erect the fences, walls or other structures to at least equal to the original, using the recovered material as far as possible, and, if necessary, new material of a type and quality equivalent to the original.

PSA5-4 Finishing off of the Site

The Completion Certificate will only be issued once the Site has been cleared as specified in Clause 22(1) of the General Conditions of Contract and Subclause 4.2 of SABS 1200 A, and all surfaces have been finished off neatly to the satisfaction of the Engineer.

PSA 5-5 Site Meetings

The contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc., but not matters concerning the day-to-day running of the Contract."

PSA 7 Testing

PSA 7.2 Approved Laboratories (Sub-Clause 7.2)

The Contractor may employ outside agencies, but subject to the approval of the Employer's Agent to do the necessary as required. All tests must be done according to the numbers of tests per lot as prescribed in the SANS 1200 under the relevant section.

The sum tendered under pay-items shall be deemed to cover the full cost for doing all the required testing by an outside agency or the Contractors own facilities.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1.1 Method of measurement, all sections (Sub-clause 8.1.1)



In the second line of Subclause 8.1.1, after the words "standardized specification or in" add: "the measurement and payment clause of the standard specification, particular specification or".

PSA 8.2.1 Fixed-Charge and Time-Related Items (Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and time related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 53 of the General Conditions of Contract.

PSA 8.3.2 Establishment of facilities on the site

PSA 8.3.2.1 Facilities for Employer's Agent

The contractor shall provide details and specifications as appropriate of the items specified under schedule A, for acceptance prior to placing orders.

PSA 8.3.2.2 Facilities for the Contractor

The tendered rate shall include all costs as listed in SANS 1200 A 8.3.2.2 (a) to (i)

PSA 8.3.2.3 Removal of site establishment (Subclause 8.3.4)

Add to Subclause 8.3.4:

"The amount shall also cover the cost of complying with the requirements of Subclause 22(1) of the General Conditions of Contract."

PSA 8.4 TIME-RELATED ITEMS

PSA 8.4.1 Contractual Requirements

The contractor shall tender a lump sum in the Schedule of Quantities to cover his time related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A.

The contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.



PSA 8.4.2 **Operation and Maintenance of facilities on site for the duration of construction, except where otherwise stated.**

PSA 8.4.2.1 **Facilities for Employer's Agent (Sub-clause 8.4.2.1)**

The contractor maintains in a good working order the equipment listed under Schedule A.

PSA 8.4.2 **Adjusted Payment for Time-Related Items**

The payment to the contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts
 for Time Related Items x Extension of Time authorized by variation order
Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorized extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 8.4.6 **Compensation in terms of Clause 5.12.2.4 of the General Conditions of Contract - 2015 and Clause 9.1.4 of the Contract Data, for delays incurred.**

- (a) Plant Unit: Sum per working day
- (b) Labour Unit: Sum per working day
- (c) Supervision Unit: Sum per working day

- (d) Other services, facilities etc.
 not covered by (a), (b) and (c) Unit: Sum per working day

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day is 8 hours.

Payment for partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the General Conditions of Contract - 2015.



This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

The cost of delays incurred for all other circumstances shall be treated as provided for in the General Conditions of Contract -2015.

The provision of this clause shall in no way prejudice the rights of either the Employer or the Contractor to terminate the contract in terms of the provisions in clause 9 of the General Conditions of Contract - 2015.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment.

PSA 8.4.6.1 **Standing Time / Delays Due to Community Disruption**

- (a) Plant Unit: Sum per working day
- (b) Labour Unit: Sum per working day
- (c) Supervision Unit: Sum per working day
- (d) Other services, facilities etc.
not covered by (a), (b) and (c) Unit: Sum per working day

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances. This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Clauses 5.12.2.4 resulting from community disruptions.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day is 8 hours.

Payment for partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment.

The cost of delays incurred for all other circumstances shall be treated as provided for in the General Conditions of Contract 2015. The provision of this clause shall in no way prejudice the rights of either the Employer or the Contractor to terminate the contract in terms of the provisions in clause 9 of the General Conditions of Contract 2015.

PSA 8.5 **SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT**

PSA 8.5.1 **Sums stated provisionally by Engineer (Subclause 8.5)**

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate for (b)(2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

PSA 8.6 **SUMS STATED PROVISIONALLY BY EMPLOYER**



PSA 8.6.1 **Remuneration of the Community Liaison Officer (CLO) and reimbursement of telephone airtime.....Unit: Provisional Sum**

The provisional sum is to cover the cost of the CLO's monthly salary and an allowance of telephone airtime for the duration of the contract. The remuneration of the Liaison Officer(s) shall be determined jointly by the Contractor, the Engineer and the Employer.

PSA 8.6.2 **Overhead charges, profit, etc. on item PSA 8.6.1Unit: %**

The tariff is to cover the Contractor's overheads, surcharge and profit on payments made to the Community Liaison Officer and Clerk of Works and will be calculated as percentage levy on payments. No payments will be made on this item before any payments is made to the Community Liaison Officer and Clerk of Works.

PSA 8.6.3 **Project Steering Committee (PSC) remunerationUnit: Provisional Sum**

The provisional sum is to remunerate each member of the PSC with an amount to be determined by the Employer. The Contractor shall pay each member per sitting. There will be one sitting monthly.

PSA 8.6.4 **Overhead charges, profit, etc. on item PSA8.6.3Unit: %**

The percentage tendered shall cover the office administration of the PSC for the duration of the contract.

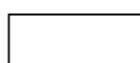
PSA 8.6.7 **Health and Safety Agent.....Unit: Provisional Sum**

The provisional sum is for the appointment of an Occupational Health and Safety Agent in terms of the Construction Regulations 2014. Quotations need to be provided by the Contractor. The Employers Agent will evaluate the Quotations, and make an recommendation to the Employer.

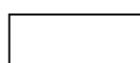
The services required by the appointed Health and Safety Agent shall consist of the following:

- Preparation of a Baseline risk assessment for the project as per CR.5. (1)(a).
- Review site specific Health and Safety specification based on the baseline risk assessment as per CR.5. (1)(b). And classifying the roles and responsibilities of the engineer, contractor and the client.
- Evaluation for approval of the principal contractors Health and Safety plan before commencement of work on site as per CR.5.(1)(l).
- Prepare and submit Notification of Construction Work as per CR.4.
- Auditing on a monthly basis, the appointed principal contractor's health and safety management and document verification as required as per CR.5(1)(o).
- Preparation of an Audit report regarding the confirmation of the contract obligations to the relevant Health and safety legislation as per CR.5.(1)(p).
- Site visits/inspections on a monthly basis.(1 site visit/inspection per month)
- Attendance of the Monthly H&S site meeting – if required
- Prepare and compile Closeout report upon completion of project with combined H&S file of all contractors involved on project as per CR.7.(1)(e).

PSA 8.6.8 **Overhead charges, profit, etc. on item PSA8.6.7Unit: %**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



The percentage tendered shall cover overhead costs, for the duration of the contract.

PSA 8.6.9 Monthly Environmental Audits.....Unit: Provisional Sum

The provisional sum is for the appointment of an approved Professional Service Provider and to comply with Environmental Act, to be approved by the Employer's Agent.

PSA 8.6.10 Overhead charges, profit, etc. on item PSA8.6.9Unit: %

The percentage tendered shall cover overhead costs, for the duration of the contract.

PSA 8.6.11 Accommodation for the Engineer's site personnel for the duration of the works.....Unit: Provisional Sum

Allowance is made under Contract for the Accommodation for the Engineer's site personnel for the duration of the works.

PSA 8.6.12 Overhead charges, profit, etc. on item PSA8.6.11Unit: %

The percentage tendered shall cover overhead costs, for the duration of the contract.

PSA 8.6.13 Transportation for the engineer's site personnel for the duration of the works.....Unit: Provisional Sum

Allowance is made under Contract for the Transportation for the Engineer's site personnel for the duration of the works.

PSA 8.6.14 Overhead charges, profit, etc. on item PSA8.6.13Unit: %

The percentage tendered shall cover overhead costs, for the duration of the contract.

PSA 8.6.15 Additional Monitoring and Quality Control Charges for the engineer's site personnelUnit: Provisional Sum

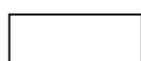
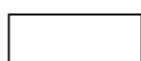
Allowance is made under Contract for the Additional Monitoring and Quality Control Charges for the engineer's site personnel.

PSA 8.6.16 Overhead charges, profit, etc. on item PSA8.6.15Unit: %

The percentage tendered shall cover overhead costs, for the duration of the contract.

**PSA 8.9 Compliance with OHS Act and Regulations
(Including the Construction Regulations 2014)Unit: sum**

The Contractor shall comply with the requirements of the Health and Safety Specification under Section C5.1 of the document. The tendered rates for the different H&S obligations shall include full compensation to the contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract. The successful tenderer shall provide the Employer's Agent with a complete breakdown of his tendered rates.





The time-related sums tendered will be paid to the contractor in equal pro-rata monthly amounts subject to proper/substantial compliance. Compliance will be monitored by the H&S Agent through regular monitoring inspections and audits. "

PSA 8.10 Compliance with requirements of the Environmental Management Plan (EMP)Unit: sum

The contractor shall comply with the requirements of the Environmental Management Plan when relevant. The contractor shall tender the lump sums in the Bill of Quantities to cover his initial obligations in respect to the Occupational Health and Safety act and Construction Regulations. The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Assignment. The sums as listed will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance. Compliance will be monitored by an Environmental Control Officer through regular audits.

PSA 8.11 Dealing with water

The cost of supplying and operating the equipment for dewatering of excavations and controlling of stormwater will be held to be included in the tendered sums for Items A1.3 and A2.3 and no separate payment will be made for this work

PSA 8.12 Freehaul and overhaul

Notwithstanding any clauses in any Standardized Specification or Standard Specification Section dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement nor payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

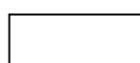
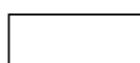
PSAB EMPLOYER'S AGENT'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 Nameboards

Delete: "The standard board of the South African Institution of Civil Engineers" and replace by "the standard name-board of the Engineer's Department, in accordance with Drawing PSA 2 of the Engineer's Department's Standard Details revised edition, July 2007".

Add: "In addition, the contractor shall provide and erect two Identity Boards in accordance with Drawing PSA 3 of the Engineer's Department's Standard Details revised edition, July 2007". They shall be placed and moved, as directed by the Employer's Agent's Representative.





PSAB 3.2

Office Building(s)

Add the following:

"As an alternative, the contractor may supply a 6m x 2,5x 2,5m high marine container, specially converted for use as an office. If this type of office is supplied, it shall be protected by an elevated waterproof roof, constructed over the container, and approximately 300 mm above the top of the container. The office shall be fitted with an air-conditioning unit. The office shall be furnished with a desk, book shelf and 4 chairs.

PSAB 3.3

Car Port

Two car ports of minimum size 6 x 3m shall be erected abutting the Employer's Agent's office. Height to underside of the roof beams shall be 2.3m minimum. The roofs of the carports shall be constructed using corrugated galvanized steel sheetings, or similar water-resistant materials. The sides of the carports shall be open. The contractor shall also provide floors to the carports, and a pathway between the carports and the Employer's Agent's office, constructed of a 50 mm thick layer of 19mm concrete stone.

PSAB 4

PLANT

PSAB4-1

Survey equipment

The Contractor shall provide the following survey equipment for use exclusively by the Employer's Agent:

- a) 1 x engineer's automatic level with tripod,
- b) 1 x level staff with staff bubble,
- c) 2 x ranging rods,
- d) 1 x builder's spirit level of length 900 mm,
- e) 1 x steel tape of length 30 m,
- f) 1 x pocket tape of length 3 m,
- g) 1 x steel level transfer plate,
- h) 1 x rectangular mirror, 300 mm x 225 mm, mounted on protective backed frame,
- i) 1 x 6 V, 8-cell torch with spare batteries, and
- j) all steel and wood pegs, concrete, hammers, picks, etc., that the Employer's Agent may require.

The Contractor shall provide proof, at the start of the Contract, that the level has recently been serviced by an acceptable institution and shall, throughout the period of construction, service and maintain all survey equipment and he shall insure same and indemnify the Employer and the Employer's Agent against all claims for loss, breakage or theft of such equipment.

The level and level staff may be shared by arrangement between the Contractor and the Employer's Agent.

PSAB 5

CONSTRUCTION

PSAB 5-1

Site instruction book

Throughout the construction period the Contractor shall supply a carbon triplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:



- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book

PSAB 5.5

Survey Assistants

The Employer's Agent' Representative will occasionally need the assistance of a survey laborer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 8

MEASUREMENT AND PAYMENT

PSAB 8.2.1

Accommodation for the Engineer for the duration of construction.....

Unit: Provisional Sum

Should the Engineer be required to monitor the site full time, the contractor should remunerate the Engineer for the accommodation of the Engineers representative who will be full time on site, for the duration of the contract.

PSAB 8.2.3

Survey Assistant

Payment for the survey assistant shall be included in the rate for Tools and equipment.

PSC

SITE CLEARANCE

PSC 3

MATERIALS

PSC 3.1

Disposal of Material

Add the following to SANS 1200 C Clause 8.2.1:

"Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the contractor and disposed of at a Municipal approved tip-site.

The rate tendered shall allow for any fees to be paid at the tip-site.

PSC 3.2

Take down existing fences and re-erecting as directed including storage

Rate shall cover the cost of taking down the fencing material, storing and re-erecting. The contractor shall be responsible of taking photographic evidence of the condition of the fence before removal and erect it to at least the same standard as before.

PSC 8

MEASUREMENT AND PAYMENT

PSC 8.1

Clear and Grub (Sub-clause 8.2.2)

The area to be cleared shall be the area of the works and will be of sufficient length and width to enable the works to continue. The rate for clear and grub shall include for the transport of materials for an unlimited free haul distance for disposal.



PSC 8.2 Removal and Conservation of Topsoil

The rate for return of topsoil to borrow pit areas shall cover the cost of loading from stockpile, transporting and spreading as specified and shall be extra over the rate for stripping and stockpiling.

PSC 8.2.13 Take down existing fences and re-erecting as directed including storage...Unit: m

The rates to cover taking down, re-erect or dispose within 3km freehaul

PSD EARTHWORKS

PSD 2 INTERPRETATION

PSD2-1 Definition (Subclause 2.3)

PSD2-1.1 Restricted excavation

All earthworks will be classified as restricted excavation.

PSD 3 MATERIALS

PSD 3.1 Classification for Excavation Purposes

Delete SANS 1200:D Clause 3.1 and replace with the following:

PSD 3.1.1 Method of Classifying

Replace with the following:

"The contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Employer's Agent or his Representative will decide on the classification of the materials. In the first instance, classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b)."

PSD 3.1.2 Classes of Excavation

Replace with the following:

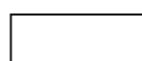
"All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Hard rock excavation

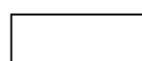
Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metres in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid un-fractured rock occurring in bulk
- solid ledges thicker than 200mm



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- igneous rock intrusions
- cemented sedimentary rocks.

(b) Soft excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

PSD 5 CONSTRUCTION

PSD5-1 Over excavation for workspace (Subclauses 5.2.2.1(b) and (c) and Subclause 5.2.3.2)

Other than for sides of mass concrete, slabs and footings, no concrete shall be placed against the sides of excavations.

For external concrete faces below ground level, the Contractor shall over excavate to provide sufficient working space which shall be backfilled with coarse gravel 20mm – 60mm in diameter. The backfill shall be brought up in layers not exceeding 200 mm (before compaction) and compacted to a density of at least 93% of Mod. AASHTO maximum dry density

PSG CONCRETE (STRUCTURAL) (SABS 1200 G)

PSG2 INTERPRETATIONS

PSG2-1 Definitions (Subclause 2.3)

Under (a) add:

"Constructional joint: a joint required on account of constraints or convenience in the method of construction and that is not a movement, contraction or expansion joint."

PSG2-2 Exposure condition (Subclause 2.4.1)

All concrete on the Works shall be as specified for severe exposure condition.

PSG2-3 Strength concrete (Subclause 2.4.2)

Grade 25 MPa/20 mm means strength concrete grade 25 MPa with 19 mm stone.

PSG2-4 Joints

Notwithstanding Subclause 2.4.3, "designated joints" will only be joints that are shown on the drawings. Any other joints that are required by the Contractor as a result of his construction constraints or for any other reason, whether approved by the Engineer or not, will not be considered to be designated joints as defined in Subclause 2.4.3, i.e. they will be considered to be "non-designated" joints.

PSG3 MATERIALS

PSG3-1 Cement (Subclause 3.2)

All cement used in the works shall be ordinary portland cement complying with SABS 471.



PSG3-2

Storage (Subclause 3.2.3)

Cement shall be used in the order in which it is received.

Unless approved by the Engineer, cement kept in storage for longer than 8 weeks shall not be used in the Works.

Any cement that contains lumps that cannot easily be crumbled to powder between the fingers, may not be used.

Separate storage complying with the requirements for cement storage in Subclause 3.2.3 shall be provided for blast furnace slag.

PSG3-3

Water (Subclause 3.3)

Only potable water from an approved source may be used for mixing concrete. Water from a river or stream may however be used for curing.

PSG3-4

Aggregates (Subclause 3.4)

The nominal stone size specified in the concrete grade (e.g. 25 MPa/19 mm) shall mean stone conforming to the grading specified in SABS 1083 for the nearest equivalent size, i.e. 19 mm means stone that complies with SABS 1083 for 19 mm size.

PSG3-5

Concrete using reactive aggregates (Subclauses 3.2 and 3.4)

The Contractor shall provide the Engineer with sufficient data to enable him to assess the degree of alkali-aggregate reactivity of the aggregates to be used for concrete.

Where reactive aggregates such as Malmesbury Group aggregates, and certain Table Mountain Formation and other quartzitic aggregates are used for concrete, the Contractor shall, in order to ensure that the concrete is not subject to alkali-aggregate reaction, design his mixes and/or use cement with a sufficiently low alkali content such that the total equivalent sodium oxide content of the concrete is less than 1,8 kg/m³.

(NOTE: The equivalent sodium oxide content (alkali content) is measured as (Na₂O + 0,658 K₂O). For cement it is expressed as a percentage by mass, for concrete it is expressed in kg/m³).

In the case of other aggregates that are less reactive the Engineer will determine the type and degree of precautionary measures to be adopted.

For each delivery of cement or precast concrete units the Contractor shall provide acceptable written evidence that the requirements of this clause are being met.

PSG3-6

Use of plums (Subclause 3.4.2)

The use of plums will not be permitted.

PSG3-7

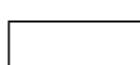
Admixtures (Subclause 3.5.1)

The use of admixtures will be subject to the approval of the Engineer. The information listed in Subclause 3.5.1 shall be provided.

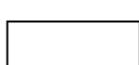
PSG3-8

Joint materials

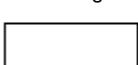
The joint materials shall be resistant to ultraviolet light and to biological degradation.



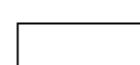
Contractor



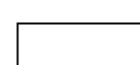
Witness 1



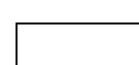
Witness 2



Employer



Witness 1



Witness 2



PSG4 **PLANT**

PSG4-1 **Mixing plant and vibrators (Subclauses 4.3 and 4.4)**

Stand-by mixers and vibrators of adequate capacity and with an independent power unit shall be maintained on site for immediate use in the event of breakdown of the regular mixers or vibrators or failure of the power supply.

PSG4-2 **Formwork ties (Subclause 4.5.3)**

The use of sleeves for formwork ties through the walls of water-retaining structures will not be permitted. Ties, when cast in, shall have some form of positive anchorage to prevent any rotation when loosening formwork.

PSG4-3 **Formwork: chamfers and fillets**

All internal and all exposed external angles in concrete work shall have 20 mm x 20 mm fillets and chamfers respectively unless otherwise specified or ordered. The top edge of a slab that is to receive an applied finish shall not be chamfered.

PSG4-4 **Water-bath**

A temperature-controlled water-bath with a capacity to cure two hundred cubes shall be provided on site. The water-bath shall be located under cover.

PSG5 **CONSTRUCTION**

PSG5-1 **Reinforcement**

PSG5-1.1 **Fixing (Subclause 5.1.2)**

Fixing of reinforcing bars by welding and heating of bars will not be permitted.

PSG5-1.2 **Spacers**

Spacers of approved design include approved plastic or other proprietary spacers, or purpose made precast mortar blocks.

Where mortar blocks are used they shall be properly shaped so as not to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed. The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300 kg/m³ and which are free from honeycombing. The mortar blocks shall be cured in water for at least 7 days. Blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Engineer, will be rejected and shall be removed from the Site.

PSG5-1.3 **Cover (Subclause 5.1.3)**

In Subclause 5.1.3(a) amend the words "bar or stirrup" to read: "bar, secondary reinforcement, tie, stirrup, tying-wire knots or wire ends".

Add to Subclause 5.1.3: "Tying wire may not encroach on the specified minimum cover by more than a single strand thickness."

PSG5-2 **Formwork**



PSG5-2.1 Classification of finishes (**Subclause 5.2.1**)

Formwork for formed concrete surfaces against which backfill will be placed shall be rough. Formwork for all other formed surfaces shall be smooth, except where otherwise specified.

PSG5-3 Concrete

PSG5-3.1 General (**Subclause 5.5.1.1**)

The concrete mix design for strength concrete must be prepared in an approved laboratory and the results of actual test mixes must be submitted for approval together with 7-day and 28-day strength test results. Special attention is drawn to the fact that the concrete mix must provide a very dense and impervious concrete.

No concrete shall be cast until the mix designs have been approved by the Engineer. The Engineer may call for revised mix designs at any stage during the Contract.

The Contractor shall also comply with the specific requirements of Subclause 3.1 of SPEC RC.

PSG5-3.2 Chloride content (**Subclause 5.5.1.4**)

With reference to Table 4, efflorescence will not be acceptable on any exposed concrete surface.

PSG5-3.3 Strength concrete (**Subclause 5.5.1.7**)

With the exception of mixes weaker than 15 MPa, all concrete for structural units/the Works shall be considered to be strength concrete in terms of Subclause 5.5.1.7.

Unless otherwise specified or scheduled, all strength concrete shall be of at least 25 MPa.

PSG5-3.4 Batching (**Subclause 5.5.2**)

Batching of strength concrete shall be by mass. Prescribed concrete may be batched by volume.

PSG5-3.5 Ready-mixed concrete (**Subclauses 5.5.3.2 and 7.3**)

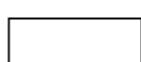
Concrete from a central concrete production facility other than on the construction site will be permitted and, apart from test results in terms of 7.3.1, 7.3.2 or 7.3.3, test results obtained by such a production facility as part of its quality control system will be accepted for evaluation in terms of Subclause 7.3.4.

PSG5-3.6 Casting of concrete in excavation (**Subclause 5.5.5**)

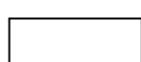
Structural concrete shall not be cast directly against the side of any excavation without the use of formwork unless prior approval has been obtained in writing from the Engineer.

Concrete used in pipe trenches for encasement may be cast directly against the side of the excavation. Concrete for thrust/anchor blocks shall be cast directly against the side of the excavation.

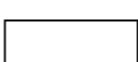
PSG5-3.7 Hot weather conditions (**Subclause 5.5.9.2**)



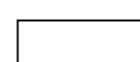
Contractor



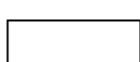
Witness 1



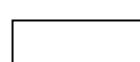
Witness 2



Employer



Witness 1



Witness 2



No placing of concrete shall take place if the ambient temperature exceeds 32°C, or is likely to rise to above 32°C during the casting period or within eight hours after casting is completed.

If concrete is to be cast during times of high ambient temperature or hot drying winds, the Contractor shall be responsible for taking the necessary steps to keep the placement temperature as low as possible. Such steps include the spraying of the coarse aggregate with water, the painting of silos with a reflecting aluminium paint, the insulation of tanks and pipelines, and the protection of concrete ingredients against the direct rays of the sun. The area of the pour shall be shaded before and during concreting and the concrete shall be shaded from the time of mixing until eight hours after placing. Windbreaks shall be erected if necessary.

PSG5-3.8 Prevention and repair of plastic shrinkage cracks

The Contractor shall take whatever measures are necessary to prevent plastic shrinkage cracking in the concrete. Particularly on dry windy days or hot sunny days the Contractor shall make provision for fine spraying of the concrete surface with water within one hour of casting or covering of the concrete with black plastic sheeting. It may be necessary to change the aggregates or the concrete mix proportions.

If plastic shrinkage cracking occurs, the cracks shall be closed up by revibrating the concrete with a poker vibrator, within about three hours of casting. Once the cracks have been closed, the concrete shall be kept thoroughly wet, or covered with plastic sheeting for at least a further three hours.

PSG5-4 Construction joints (Subclauses 5.5.7)

PSG5-4.1 General

The edge of joints, exposed to view in the finished structure, shall be formed with suitable beads to provide a straight edge true to line and level.

As soon as practical, but not before 15 hours after placing, the construction joint surface shall be prepared to receive fresh concrete. This preparation, as specified in 5.5.7.3(a) to (d), shall be such as to remove all laitance or inert and strengthless material which may have formed, and the specified chipping or sand blasting shall be such as to produce a roughened surface all over.

When concreting is interrupted concrete surfaces shall be protected from the sun as specified in Subclause 5.5.8(d) or by means of hessian kept damp until concreting is resumed.

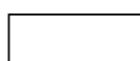
All constructional joints (see PSG2-1) (both designated and non-designated, see PSG2-4), (i.e. all joints other than movement, contraction and expansion joints) shall be dealt with as specified in Subclause 5.5.7.3.

Unless construction joints between designated joints shown on the drawings are authorized by the Engineer in writing, concrete in the floor and wall shall be cast continuously between the designated joints shown on the drawings.

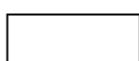
PSG5-4.2 Formed joints (generally vertical or near vertical)

Formed joints will be considered to be designated joints as defined in Subclause 2.4.3. (The forming of a straight edge to a joint as specified in PSG5-4.1 does not constitute a formed joint).

Each joint shall be formed as shown on the drawings, complete with shear key rebates, waffle formwork, V-feature, waterstops, "Flexcell" or similar joint filler, dowel bars and their PVC tubes, etc. as indicated.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



PSG5-4.3 Non-designated joints

Any non-designated joints shall be identical to designated joints, as shown on the drawings, which would be used in similar positions and perform the same function.

PSG5-4.4 Unformed joints

Unformed joints, whether shown on the drawings or not, whether ordered by the Engineer or not, will not be considered to be designated joints as defined in Subclause 2.4.3.

PSG5-4.5 Joints between floors and walls and pillars

Construction joints between foundations or footings and walls, or piers standing on them, shall not be made flush with the supporting surface, but shall be made at a distance above the floor or footing shown on the drawings or approved by the Engineer. The "kicker" (starter stub) shall be cast as an integral part of the bottom, floor or footing.

PSG5-5 Curing and protection (Subclause 5.5.8)

PSG5-5.1 Curing compound

The use of membrane curing compounds will be allowed on vertical faces or steeply inclined faces (i.e. steeper than 45° to the horizontal) of cast in situ members of the structures subject to the Contractor producing sufficient, satisfactory cube crushing strength test results where the crushing strength of cubes which have been cured with the proposed curing membrane and left exposed to the elements are compared with those of an equal number of water cured cubes. The crushing strength of cubes cured with the proposed membrane shall be at least 85% of the crushing strength of the water cured cubes.

Before any membrane curing compound is used, each batch shall be tested on a trial surface to ensure that it forms a satisfactory membrane, and any compound which is unsatisfactory in the opinion of the Engineer, shall be rejected. Curing membranes will be disallowed if permanent discolouration of the concrete takes place. Surfaces where curing membranes are used shall be treated in such a manner that the final concrete texture and colour blends in with the rest of the concrete work. Furthermore, the Engineer shall, at his discretion, require the Contractor immediately to adopt an effective alternative means of curing any area of the structure to which a membrane has been applied which, in the opinion of the Engineer, is unsatisfactory. The curing compound used shall be to the approval of the Engineer. Wax based curing compounds will not be permitted.

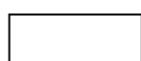
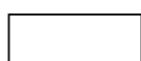
PSG5-6 Concrete surfaces (Subclause 5.5.10)

PSG5-6.1 Screeed finish

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tamped with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by rescreeding after the interfering aggregate has been removed or tamped.

PSG5-6.2 Wood-floated finish (Subclause 5.5.10.1)

Where wood-floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG5-6.1 (Subclause 5.5.10.1) and, after the concrete has hardened





sufficiently, it shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screeding marks.

PSG5-6.3 Steel-floated finish

Where steel-floating is specified or scheduled, the surface shall be treated as specified in PSG5-6.1 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

PSG5-6.4 Power float finish

Where power floating is specified or scheduled the surface shall be treated as specified in PSG5-6.2 except that when the moisture film has disappeared, and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be power floated to produce a dense, smooth and uniform surface free of all trowel marks. In corners and areas of restricted access the concrete surface shall be finished by steel floating in accordance in PSG5-6.3. The timing of power-floating is critical to its success. Power-floating steel shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

The main objective of power floating the mortar skim on the no-fines underdrainage layer is to achieve a plane, smooth surface. This need not be dense.

PSG5-8 Repair of defects (Subclause 5.5.14)

All defects in the concrete shall be made good as soon as possible after the formwork has been removed. Further placing of concrete in the affected section may be prohibited by the Engineer until he is satisfied that the repair work has been correctly carried out.

PSG5-9 "No-fines" concrete

A nominal aggregate size of 19 mm shall be used in the manufacture of "no-fines" concrete.

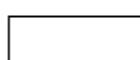
The concrete shall be mixed in the following proportions:

Cement	:	50 kg
Aggregate	:	0,40 m ³
Water	:	22,5 ℥

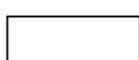
PSG5-10 Casting pipes and specials in concrete

Where the pipe or special is supplied by others the Contractor shall provide a box-out in the wall and cast the unit in at a later stage. When constructing such box-outs reinforcement shall not be cut but shall run through the opening. Reinforcement shall be cut and/or bent out at a later stage to suit the item being cast in. After installation of the item the remaining reinforcement shall be bent back in position.

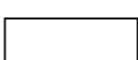
Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the concreting in of such pipes/specials regardless of whether or not these have been supplied by himself.



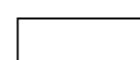
Contractor



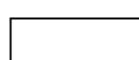
Witness 1



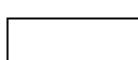
Witness 2



Employer



Witness 1



Witness 2



Before commencing the positioning in holes of any pipes/specials the Contractor shall:

- a) remove all formwork and boxing remaining in the holes;
- b) make any alterations required to the position and shape of the holes and cut reinforcement to suit the item, as directed by the Engineer; and
- c) thoroughly scabble the sides of the holes so as to obtain a satisfactory bond surface for the new concrete and treat the surface as specified Subclause 5.5.7.3.

Immediately prior to concreting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed and the surface covered with a layer, approximately 12 mm thick, of mortar made of the same mix as the concrete in which the pipes/specials are to be placed.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. The concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate a falling away from pipe/special surfaces of the concrete already placed. The whole shall, when set, form a dense, homogeneous, and waterproof mass.

PSG5-11 Casting-in and grouting of equipment, structural steel columns and door frames

All holding-down bolts and other details necessary for the construction of holding-down bolt pockets or the fixing of the bolts, (including templates) will be the responsibility of the Contractor. The Contractor shall cast in the bolts, as ordered. No bolts shall be cast into the concrete until set up by the Contractor and approved by the Engineer.

After the structural columns have been erected, aligned and levelled, base plates shall be grouted up solidly with "5 star" non-shrink grout, mixed and placed in accordance with the manufacturer's instructions.

PSG6 TOLERANCES

PSG6-1 Permissible deviations (**Subclause 6.1.1**)

Degree of Accuracy II shall apply except that abrupt changes in a continuous surface shall not be more than 3 mm.

PSG7 TESTING

PSG7-1 Frequency of sampling (**Subclause 7.1.2**)

One sample shall consist of three concrete test cubes.

For each sample taken the position in the structure shall be recorded where the batch represented by that sample is placed.

Sampling of concrete of a particular grade shall be as specified in Subclause 7.1.2 with the following frequency of sampling referred to in Subclause 7.1.2.2 being amended to read as follows:

"A minimum of 4 samples per day of each grade of concrete placed or 6 samples for pours in excess of 10 m³ shall be taken."



PSG8 MEASUREMENT AND PAYMENT

PSG8-1 Reinforcement (Subclauses 8.1.2.2 and 8.1.2.3)

Notwithstanding the method of measuring and paying for reinforcement specified in Subclauses 8.1.2.2 and 8.1.2.3, reinforcement will be measured and paid for as scheduled.

PSG8-2 Concrete (Subclause 8.1.3.3)

The rates for concrete shall also cover:

- a) the cost of meeting the requirements of PSG3-5,
- b) the cost of the preparation of design mixes by an approved laboratory and submission for approval by the Engineer (see PSG5-3.1),
- c) the cost of non-designated joints (see PSG2-4), and
- d) screeded finish of unformed surface as specified in PSG5-6.1.

PSG8-3 Joints (Subclause 8.5)

Only designated joints as shown on the drawings will be measured for payment according to the length of each type of joint constructed (see PSG2-4). The rate shall cover the cost of all materials, labour and plant required to construct each type of joint specified on the drawings, including the cost of all shuttering, treatment of the joint as specified in Subclause 5.5.7.3, the provision of chamfers as specified where concrete is exposed, as well as testing and repairing where necessary.

Non-designated joints will not be measured for payment.

PSG8-5 Formed joints

Formed joints will be measured by the plane area of the joint.

The rates shall cover the cost of all operations and materials specified in Subclause 5.5.7 and PSG5-4.2, and detailed on the drawings such as joint filler, dowel bars and tubes, bitumen coats, etc., but excluding waterstops or waterbars.

PSG8-6 Formwork

PSG8-6.1 Edges of blinding layer and filling of overbreak in hard rock

No separate payment will be made for formwork to the edge of the blinding layer, nor for the filling-in of overbreak in hard rock. The rates tendered for concrete to the blinding layer shall cover the cost of such formwork and extra concrete needed to fill in the overbreak.

PSG8-6.2 Kickers

Formwork to the edges of kickers will be measured with the formwork for the portion of the structure for which they provide the start (not as narrow widths).

PSG8-7 Unformed surface finishes (Subclause 8.4.4)

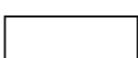
The rates for unformed surface finishes shall cover the cost of providing the respective surface finish as specified in PSG5-6.



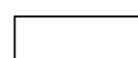
Contractor



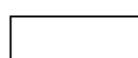
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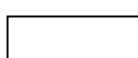
Witness 2



Employer



Witness 1



Witness 2



C3.6.2

ADDITIONAL SPECIFICATIONS

The following additional specifications included in Part C5: Annexures are applicable to this contract.

- C5.1: Health & Safety Specification
- C5.2: Environmental Management Plan (EMP)
- C5.3: EPWP Reporting Forms
- C5.4: EPWP Reporting Forms

C3.6.3

CERTIFICATION BY RECOGNISED BODIES

Where materials to be used in the works are required to comply with a SANS/SANS specification, they will be accepted as complying with the SANS/SANS specification if one of the following is satisfied.

- The display of a SANS/SANS mark on the product with a copy of the SANS/SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SANS/SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

C3.6.4

AGRÉMENT CERTIFICATES

Agrement Certificated products are not anticipated for use in this project.

C3.6.5

PLANT AND MATERIALS

C3.6.5.1

Plant and materials supplied by the employer

The Employer will not supply any materials or plant to the contractor. The contractor shall be responsible for procuring all plant and materials required for construction of the works.

C3.6.5.2

Materials and samples

The contractor shall timeously provide the Employer's Agent with samples and/or test results of all materials he intends to use in the works. All materials are to be approved by the Employer's Agent in writing before being used in the Works. Such approval shall not relieve the contractor of his obligation to ensure that materials supplied comply with the specifications.

The contractor shall ensure that all materials are ordered timeously so as not to result in delays to the programme. Delays in delivery of materials necessary for completion of the works shall not be considered grounds for compensation. The contractor shall allow for any anticipated lead times or delays in procuring specific materials.



C3.6.5.3 Requirements for equipment

The Employer will not provide any plant or equipment. The contractor shall be responsible for the selection, supply, operation and maintenance of all plant and equipment together with competent operators, maintenance crews and logistical support necessary for construction of the works within the construction period available.

C3.6.6 EXISTING SERVICES

C3.6.6.1 Known services

The positions of existing services, insofar as they are known, are shown on the drawings. Items have been allowed in the Bill of Quantities for dealing with and protecting services.

The known existing services comprise stormwater pipes, sewer mains, water mains, Telkom cables and manholes.

The contractor shall be responsible for ensuring that all necessary permits and way leaves to work in the area have been obtained.

C3.6.6.2 Treatment of existing services

The exact location and depth of all existing services, such as sewers, stormwater pipes, culverts, water mains, manholes, valve boxes, conduits, cables for electricity and telephone lines, electricity, lightning and telephone poles and any other services or features on the ground which may infer the existence of services, must be verified prior to the commencement of any excavations — either for trench excavations or for the relocation or adjustment of existing services.

The contractor shall take whatever precautions as deemed necessary to protect these services from damage during the period of the Contract.

C3.6.6.3 Use of detection equipment for the location of underground services

The contractor will not be required to provide any specialist detection equipment for locating existing services. During the detailed proving phase of the works, existing services are to be physically located through reference to surface features, drawings and if necessary, through direct consultation with the relevant service authority, followed by careful hand excavation to expose the service.

Once located, the contractor shall provide the Employer's Agent with an accurate surveyed position, level and description of the services uncovered, and shall then close the exploration hole.

C3.6.6.4 Damage to services

The contractor shall take whatever precautions are required to protect all existing services from damage during the period of the Contract and will be held responsible for damage to existing services and any damage caused by or arising out of the contractor's operations shall be made good at his own expense.



C3.6.6.5 Reinstatement of services and structure damaged during construction

The contractor shall liaise directly with the responsible Municipal Services Silos and Telkom with regard to the reinstatement of existing services. The contractor shall take whatever actions are required to have damaged services repaired by Municipal Services Silos and Telkom as soon as possible.

C3.6.7 SITE ESTABLISHMENT

C3.6.7.1 Service and facilities provided by the employer

(i) Source of Water Supply

The contractor may make application to the Municipality's Water Division for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the contractor as a result of such shortage.

The contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

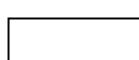
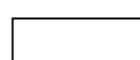
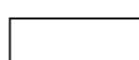
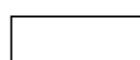
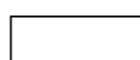
The contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract.

The contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated.

C3.6.7.2 Facilities provided by the contractor





(i) Temporary Offices

An office for the Employer's Agent is required. The type of office required for the Employer's Agent is specified in clauses AB 3.2 and PSAB 3.4.

Site meetings will be held in the contractor's site office.

(ii) Sanitary Facilities

The contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the contractor's staff be allowed to use public toilet facilities.

C3.6.7.3 Storage and laboratory facilities

Storage of materials on site should conform to the General Safety Regulations promulgated by Government Notice No. RI 031 dated 30 May 1986.

C3.6.7.4 Vehicles and equipment

The contractor shall ensure that vehicles and working equipment on site are maintained regularly to avoid delays that may occur due to faulty equipment.

C3.6.8 SITE USAGE

The contractor will be responsible for the site for the duration of the contract and it will revert to the Employer after the completion of the contract.

C3.6.9 PERMITS AND WAY LEAVES

Way-leaves for working in the proximity of any existing services shall be the Contractor's responsibility, although the Employer's Agent may provide some of this information.

C3.6.10 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The contractor must confirm in writing to the Employer's Agent timeously that the accuracy of all existing levels is compatible with the proposed works.

C3.6.11 INSPECTION OF ADJOINING PROPERTIES

Where the contractor is working in the vicinity of existing residential properties, he shall take records (digital photographs) of the condition of existing walls, fences and other structures to eliminate the possibility of later claims against the Employer resulting from the contractor's work in the area.

Digital photographs shall be submitted to the Employer's Agent electronically (CD) before the work commences.



C3.6.12

SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the contractor is to liaise with the Employer's Agent to establish exactly the status of all boundary pegs that may be affected by the Works. The position of all erf pegs found will be recorded on a marked-up print by the contractor and submitted to the Employer's Agent for safekeeping.

On completion of the Contract the Employer will replace the pegs that have been unavoidably disturbed. Pegs that have, in the opinion of the Employer's Agent, been disturbed due to the negligence of the contractor will be replaced at the Contractor's cost.

All survey benchmarks are to be protected. The contractor shall perform regular checks to ensure that benchmarks have not been disturbed.

C3.6.13

LABOUR INTENSIVE CONSTRUCTION

C3.6.13.1

General

Any work or portion of work that can be undertaken by labour intensive methods on an efficient basis, shall be done in that manner, using targeted labour from the affected historically disadvantaged area, and shall be done in accordance with the requirements of the Expanded Public Works Programme (EPWP) of the Department of Labour.

C3.6.13.2

Training of targeted labour

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health & safety.

The contractor shall allow two (2) working days per month to the targeted labour for standard EPWP basic life skills training and/or accredited training. The cost of EPWP life skills training of targeted labour will be funded by the local office of the Department of Labour. A provisional sum has been added in the Bill of Quantities for arranging accredited training through accredited training service providers. Training will take place as close to the project site



as practically possible. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend basic life skills and/or accredited training.

C3.6.13.3

Records to be kept

The contractor shall provide monthly production records showing the number of personnel employed using labour intensive construction methods, the wages paid and production measurement records. The SBD may change the requirements for reporting from time to time.

C3.6.14

COMMUNITY PARTICIPATION AND LIAISON

C3.6.14.1

Community or Liaison Officer (CLO)

The Employer's Agent will employ a CLO for the duration of the contract. The contractor will be required to source all short-term contract labour from the local community (excluding key personnel). The CLO will assist in providing the Contractor with a pool of people from which this labour can be selected. The selection will be made by the contractor.

It is a requirement of the Contract that the contractor maximise the use local short-term labour and the contractor will in this regard be required to perform certain specified activities, using labour-intensive methods.

Further, it is also required by the contract that short-term contract workers be employed in the following ratio and the contractor will strictly adhere to this requirement:

- One third Youth (i.e. persons under the age of 35 years)
- One third Male
- One third Female

The successful contractor will be required to provide the Employer's Agent with up to date and completed EPWP reporting forms on a monthly basis — Refer Section C1.7.

1 C3.6.14.2

Attending Community Meetings

It is a requirement of this Contract that the contractor include in his rates the cost of attending an average of two community meetings each month. The meetings will not necessarily be during normal working hours and it is accepted that the contractor tendering for the Works is familiar with dealing with communities and understands the implications of keeping the communities informed.



C3.6.15.3

Construction of Ancillary Works

Hand Methods

It is envisaged that hand methods will be used wherever possible. The following labourintensive operations are envisaged:

- excavation to search and relocate existing services,
- miscellaneous civil engineering works,
- steel fixing, shuttering, placing of concrete, etc,
- re-routing existing pipelines,
- hand excavation of pipelines, laying of pipelines, backfilling operations,
- construction of manholes and brick/concrete chambers,
- building work,
- construction of access roads, mountain bike and hiking trails,
- finishing off the site on completion of the Works, etc.

C3.6.16.4

Communication with Community

A Project Steering Committee will be formed to act as the communication channel between the Contractor and the Community. The contractor however remains responsible for communication and should the Project Steering Committee not perform satisfactorily this will not excuse the contractor from performing the task required to successfully undertake the project.

The Project Steering Committee will generally consist of representatives from the following stakeholders:

Employer
Employer's Agent or Project Manager
Contractor
Ward Councillor
Ward Committee

In order to cope with the contractor's limited office accommodation, each of the above stakeholders will be represented by a maximum of two persons.

The Project Steering Committee will ensure that dialogue adheres to the following communication channel:

Community
Project Committee
Employer
Employer's Agent or Project Manager
Contractor

It should be noted that the Community Structures will be represented at the Technical Site Meetings by representative from the Ward Committee. Any issues that need to be brought to the attention of the Community will then be raised at the Project Steering Committee Meetings.



The Project steering Committee Meetings will take place separately from the Technical Site Meetings. The Technical Site Meetings are a forum only for the two contracting parties (viz. the Employer and the contractor), to communicate under the jurisdiction of the Employer' Agent or Project Manager

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7: MANAGEMENT

C3.7.1 Applicable SANS 1921 standards

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

SANS 1921-1: General engineering and construction works

SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor

SANS 1921-3: Structural steelwork

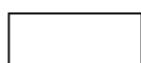
SANS 1921-4: third party management support in works contracts

SANS 1921-5: Earthworks activities, which are to be performed by hand

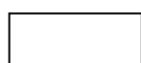
SANS 1921-6: HIV / AIDS awareness

The associated specification data are as follows:

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	<p>The requirements for drawings, information and calculations for which the contractor is responsible are:</p> <p style="text-align: center;">As-Built Data</p>
4.2.1	The responsibility strategy assigned to the contractor for the works is: A
4.2.2	The structural employer's agent is: Not Required
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's program.
4.3	<p>The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction program for the consideration of the Employer's Agent.</p> <p>The program shall be in the form of a Gant Chart and shall include the following details:</p> <ul style="list-style-type: none"> • A work breakdown structure, identifying the major activity groups. For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities. • The linkages between activities shall be clearly indicated and the logical network upon which the program is based should be separately submitted to the Employer's Agent if requested. Any constraints shall be classified as being time related or resource related. • The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown. • The contractor shall indicate the working hours per day, night, week and month allowed for in the program.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<ul style="list-style-type: none"> Where relevant the contractor shall state the production rates for key activities, e.g. earthworks, etc. Together with the program as detailed above the contractor shall submit to the Employer's Agent a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments. The program shall 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 that has fallen behind. The updated program shall be submitted to the Employer's Agent at least two days prior to the monthly meetings. If the program has to be revised by reason of the contractor falling behind his program, he shall produce a revised program showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner. Failure on the part of the contractor to submit the program or to work according to the program or revised programs shall be sufficient reason for the Employer's Agent to take steps as provided in the General Conditions of Contract. The approval by the Employer's Agent of any program shall have no contractual significance other than that the Employer's Agent will be satisfied that the work is carried out according to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Employer's Agent to instruct the contractor to vary the program if required by circumstances. The contractor is also referred to the applicable clauses of the General Conditions of Contract when drawing up his program. <p>The planning, program and method statements are to comply with the following:</p> <ul style="list-style-type: none"> Microsoft Project format
4.12.2	<p>The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are:</p> <ul style="list-style-type: none"> None
4.12.2	<p>The fabrication drawings which the contractor is to provide and deliver to the client are:</p> <ul style="list-style-type: none"> None



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



SANS 1921-1: General engineering and construction works

Clause No	Specification data
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his agents are: Refer C3.4.9.2
4.12.2	The fabrication drawings which the contractor is to provide and deliver to the client are: • None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his agents are: • Refer C3.4.9.2
4.14.6	The requirements for the provision and erection of sign boards are: • Refer to list of drawings
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: • C3.4.7; C3.4.8; C3.4.9
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	The requirements for the detection apparatus are: Not required.
4.18	The additional health and safety requirements are: • Refer C5.1: Health & Safety Requirements and Procedures
4.22	The works to be undertaken by nominated and selected subcontractors comprise: • To be determined by the contractor as per C3.3
Variations:	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
42.4	The time frame for acceptance is 10 working days
Additional clauses:	
4.1.1 p)	Add this new clause:



Contractor



Witness 1



Witness 2



Employer



Witness 1

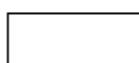


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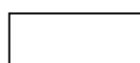


SANS 1921-1: General engineering and construction works

Clause No	Specification data
	<p>"Appoint a Community liaison officer (CLO) to assist with the community liaison with the beneficiary community."</p>
4.23	<p>Add this new clause:</p> <p>"4.23 Community participation"</p> <p>Community participation consists of engagement of Project Steering Committees (PSC).</p> <p>A PSC will be established for the project, by the Ward Councilor.</p> <p>The functions of the PSC will be to:</p> <ul style="list-style-type: none"> • Assist in monitoring the project. • Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time. • Encourage the community to participate in the Labour Intensive construction. • Identify skills, skilled personnel and suppliers in the towns. <p>The PSC will not have the power to:</p> <ul style="list-style-type: none"> • Give any instructions to the contractor, except through the employer's agent. • Become involved in the daily operations of the contractor or interfere with the contract works. <p>A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and employer's agent's representative will attend the meetings. The contractor will have to report on progress, deviations from the program, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."</p> <p>The Contractor will receive no additional remuneration for attendance of PSC meetings.</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor

Clause No	Specification data
4.3.2	The contractor shall design all the temporary support work, scaffolding, barricading and the like.
4.6.1	The length of half-width roads under construction shall not exceed - N/A.
4.6.3	The length of road shall be limited to N/A.
4.10.1	<p>The contractor shall provide the following traffic control facilities:</p> <ul style="list-style-type: none"> • Traffic-control devices such as flagmen, STOP and GO signs, traffic signals. • Statutory permanent and temporary road signs and barricades. • Channelization devices and barricades including delineators, cones, road studs, road marking, etc. • Barriers such as New Jersey, plastic movable barriers, etc. • Warning Devices on plant and construction vehicles. • Road markings.

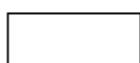
Variations:

Additional clauses:

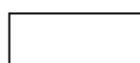
4.1.4	<p>Add this new clause:</p> <p>"Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.</p> <p>The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.</p> <p>The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval prior to construction."</p>
-------	---

SANS 1921-5: Earthworks activities that are to be performed by hand

Clause No	Specification data
5.1	The depth of the trenches to be excavated by hand is 1,5m.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Variations:	State variations, if any, for example specific compaction requirements
Additional clauses:	

SANS 1921-6: HIV / AIDS awareness									
Clause No	Specification data								
4.2.1 (a)	<p>A qualified service provider is a service provider that is accredited by the Employer's Health and Social Development and appears on the list of recognized service providers of the Employer's Health and Social Development.</p> <p>The contact particulars of qualified service providers are as follows:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Tel</th><th>Fax</th><th>e-mail</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Tel	Fax	e-mail				
Name	Tel	Fax	e-mail						
4.2.1 (a)	Apart from the initial program, the HIV / AIDS awareness program is to be repeated at 4-month intervals throughout the duration of the contract.								
Variations:									
Additional clauses:									

2 C3.7.2 PARTICULAR OR GENERIC SPECIFICATIONS

Refer to Clause C3.4.3



Refer to Clause C3.4.3

C3.7.3 PLANNING AND PROGRAMMING

A program must be issued before the commencement of the works which must display the activities, noting the critical path activities with phases of activities, milestone dates for completion etc

C3.7.4 SEQUENCE OF THE WORKS

These must be indicated in the program.

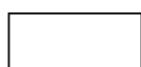
C3.7.5 SOFTWARE APPLICATION FOR PROGRAMMING

An excel spreadsheet or Microsoft project will be applicable.

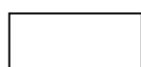
C3.7.6 METHODS AND PROCEDURES

The following activities may/will require attention during the course of construction:

- the way in which work is to be executed when buildings are occupied;
- the cleanliness of the site;
- protection of trees and shrubs;
- blasting operations;
- the location of borrow pits, disposal of excess materials, deposition of materials, etc in earthworks activities;
- work on or adjacent to structures, railway lines, pipelines, roads, cables etc;
- the management and disposal of water on the site arising from whatever cause;
- access, roads, maintenance of accesses and walkways;
- co-operation with others on the site;
- existing premises and adjoining properties;
- dealing with underground and other existing services, cable and pipe trenches and covers;
- dealing with objects of historical or environmental interest;
- title to materials from excavation and demolition;
- site records;
- hours of work; rules and conduct in respect of the personnel of the contractor and his subcontractors;
- noise, dust, water, waste and other impediments;
- checking work of others;
- access for other contractors;
- giving notice of work to be covered up;
- scaffolding and temporary works;
- care of the works; plant and materials;
- establishing and removing equipment from the site;
- samples and mock ups;
- progress photographs;
- maintenance until completion;
- plant codification (configuration management);
- materials storage facilities and samples for tests and inspections to be provided.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.7.7 **QUALITY PLANS AND CONTROL**

a) Control Testing of Earthworks and Road Layers

The contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Employer's Agent's check test, he may dispense with his own tests. However, should the contractor wish to use the Employer's Agent's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the contractor or any retests required, due to failure of the initial tests, will be charged to the contractor at the rates ruling at the time.

C3.7.8 **ENVIRONMENT**

a) Sand and dust control

The contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.7.9 **ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR**

An item is included in the bill of quantities for accommodation of traffic.

C3.7.10 **OTHER CONTRACTORS ON SITE**

Only subcontractors in the employ of the contractor will be allowed on site.

C3.7.11 **TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS**

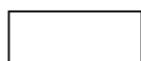
The following activities or milestone will require assessment certification i.e.

- use of the works before completion has been certified;
- handover / beneficial occupation;
- pre-commissioning and commissioning of the works or part thereof, before and after completion;
- certifying completion;
- start-up; operation of the works; special arrangements associated with operating plant and machinery etc.,
- training and technology transfer,
- take over;
- operational maintenance (if any), after completion;
- work which contractors may carry out after completion has been certified (in addition to correcting defects), and
- arranging access for correction of defects.

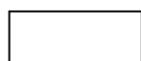
C3.7.12 **RECORDING OF WEATHER**

The contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer's Agent's Representative for his signature no later than 24 hours after rain that is considered to justify an extension of time occurs.

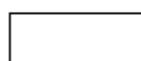
Extension of time due to abnormal rainfall shall be determined by as defined and described in the Contract Data.



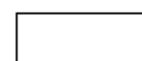
Contractor



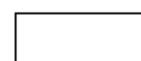
Witness 1



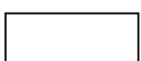
Witness 2



Employer



Witness 1



Witness 2



C3.7.13 FORMAT OF COMMUNICATIONS

A site instruction book will be maintained on site with requests etc. Each requested must be numbered, dated and signed for completeness. Copies may be emailed to the relevant parties.

C3.7.14 KEY PERSONNEL

The contractor is to provide a list of key personnel with relevant contact information at the start of the contract.

C3.7.15 MANAGEMENT MEETING

Site Meetings will be held on a monthly basis followed by a technical meeting. The technical meeting may coincide with the monthly meeting but could be scheduled as required.

C3.7.16 FORMS FOR CONTRACT ADMINISTRATION

Standard forms for contract administration purposes will be issued to the Contractor at the start of the contract. These will be made available in soft and hard copy format.

C3.7.17 ELECTRONIC PAYMENTS

The contractor will be responsible for supplying correct bank details to the employer for electronic payments and the employer will not be held responsible for any incorrect bank details supplied by the Contractor. Mechanisms of payments dates will be advised at the start of the contract.

C3.7.18 BONDS AND GUARANTEES

The contractor shall deliver to the Employer the guarantee within 14 days of receipt by the contractor of the Letter of Acceptance. The guarantee shall be held by the Employer for safekeeping until completion of the work.

C3.7.19 PERMITS

Requirements will be determined by the nature of work comprising each assignment.

C3.7.20 PROOF OF COMPLIANCE WITH THE LAW

Mechanisms of legal compliances will be advised at the start of the contract.

C3.7.21 INSURANCE PROVIDED BY THE EMPLOYER

Copies of the above insurance may be obtained from the Employer, if required.

C3.7.22 DAILY RECORDS

Daily records of site activities must be kept accurately. This would include records of plant, personnel, site and weather conditions and any other pertinent information effecting the Contract. These records must be agreed to by the Employer's Agent on a regular basis.



C3.8: HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C3.8.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the contractor with the provisions of the Act:

- (i) *The contractor undertakes to acquaint the appropriate officials and employees of the contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*
- (ii) *The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the contractor will be fully complied with.*
- (iii) *The contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.*
- (iv) *The contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or any appropriate records or safety plans held by the contractor.*
- (v) *The contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.*
- (vi) *The contractor shall furthermore, in compliance with Constructional Regulations 2014 (dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan*
- (vii) *The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the contractor has been in default have been rectified.*
- (viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Section C3.4 : Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014), which is attached under C3.8.*

Payment items are included in the Bill of Quantities to cover the contractor's cost for compliance with the OHS Act and the abovementioned regulations.



C3.8.2 PROTECTION OF THE PUBLIC

The contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.8.3 BARRICADES AND LIGHTING

The contractor must take all special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

The construction site must be secure and it is the responsibility of the contractor to ensure the safety of his staff and all visitors to the site.

C3.8.4 TRAFFIC CONTROL ON ROADS

The contractor may use the existing roads for the hauling of materials to or from site, but he will be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work operations are to be executed close to site activities, the contractor shall ensure that at all times pedestrian, and vehicle access are provided.

C3.8.5 MEASURES AGAINST DISEASE AND EPIDEMICS

The contractor has to take cognizance of his construction activities in the works area and therefore must ensure the safety of his workers at all times.

C3.8.6 AIDS AWARENESS

Toolbox talks will be initiated on site and an item is included for awareness programmes.



C3.7: HIV / AIDS AWARENESS

Compliance with the HIV/AIDS Awareness Programme is compulsory. The contractor is responsible for ensuring that the programme is implemented on individual assignments under this contract in accordance with the HIV/AIDS Specification for Civil Contracts issued by the Department of Public Works, a copy of which is included in Part 5, Annexure C5.4.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part C4

Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Section C4.1

Annexure: Site Information

Contractor

Witness 1

Witness 2

Employer

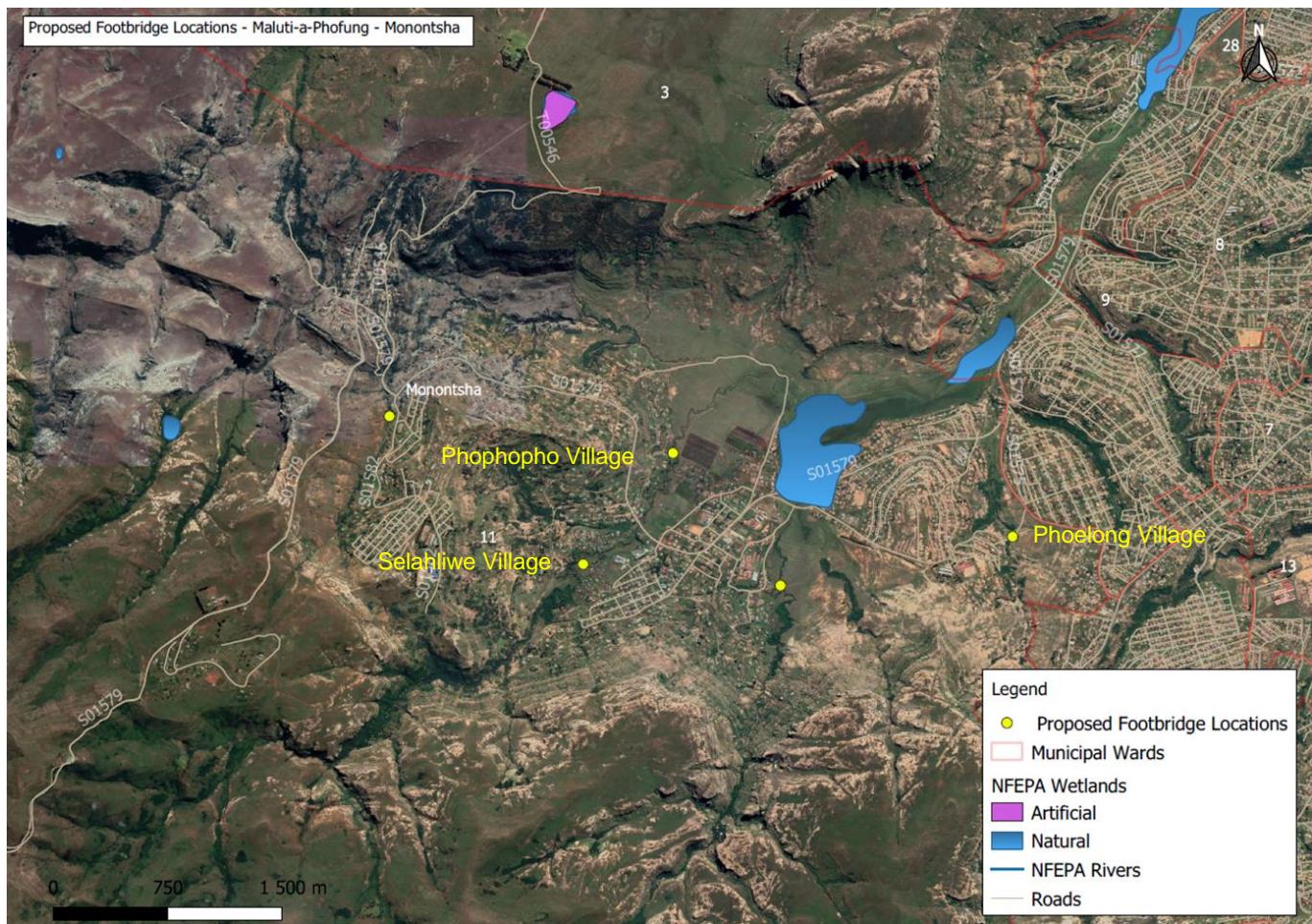
Witness 1

Witness 2



C4.1 SITE INFORMATION C4.1.1 LOCATION MAP

Construction of Footbridges in Monontsa



C4.1.2 SURVEYS/BEACONS

No claims will be entertained in connection with missing pegs or benchmarks. The Contractor shall be solely responsible for the protection of survey pegs after Site Handover.

C4.1.3 GEOTECHNICAL INFORMATION

General

No detailed site investigation was done to determine the sub soil (geotechnical) conditions.

Contractors should take notice of OHS and Shoring and Protection due to excavation depths. Contractors must take note that excavation is for the size necessary as per SANS. Stepping for machine to reach depth is not measured and not payable. Stepping cost and moving of additional material is for Contractor's own account.



C4.1.4 HYDROLOGICAL INFORMATION

No detailed hydrological investigation was done.

C4.1.5 WARNING ON ACQUIRING OF MATERIAL

The Contractor is reminded that aggregates for concrete obtained from mining activities will not be allowed. Only material from commercial sources complying with the relevant specifications will be allowed.

C4.1.6 BORROW PIT INFORMATION

The Contractor will not be allowed to open up borrow pits.

C4.1.7 ACCESS TO SITE

Access to the construction site will be obtained via roads.

C4.1.8 SITE SPECIFIC EIA REQUIREMENTS

The following additional mitigation measures must be adhered to, to ensure sound environmental practise during this project:

- C4.1.8.1 The erection of a construction camp and associated amenities is of serious environmental concern. If not done in accordance with the environmental management plan, this facility could lead to definite environmental damage. The building and operation of the construction camp should be done in accordance with the Occupational Health and Safety (OHS) Act regulations.
- C4.1.8.2 Movement of vehicles will increase disturbance. Certain areas to be shown to construction team will be regarded as no-go areas. These are the areas identified as environmental important sites.
- C4.1.8.3 The management of waste and waste products, including noise, must be done in accordance to the OHS plan, stipulated in the Occupational Health and Safety Act regulations.
- C4.1.8.4 Hazardous waste products must be dealt with in accordance with relevant legislation. C4.1.8.5 Construction activities generating dust must be mitigated by the use of water tankers to spray water over the gravel.
- C4.1.8.6 The sangars, walls and Iron Age kraals must not be seen and used as a ready and convenient source of building material
- C4.1.8.7 Only the trees that are a real problem in terms of causing damage to the completed works are to be removed. Should any of these trees be listed as protected species, the necessary permits should be obtained from the relevant authorities.
- C4.1.8.8 Measures as prescribed in the EMP must be adhered to.
- C4.1.8.9 The appointed safety officer, in terms of the OSH Act, must be held responsible for the enforcement of these mitigation measures. He will be responsible to inform all workers involved in the project about the environmental sensitive areas.

C4.1.9 ACCOMMODATION, WATER AND ELECTRICITY

C4.1.9.1 Power Supply and other Services

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C4.1.9.2 Contractor's Camp Site

The Contractor shall make his own arrangements for a suitable site for his camp and provide suitable facilities in his own offices for site meetings.

C4.1.9.3 Housing for Contractor's Employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



APPENDIX A

Tender Drawings

INDEX

Drawing No.	Description
6183-PCE-301	Phophopho Footbridge: Elevation, Section and Site Layout Plan
6183-PCE-401	Poelong Footbridge: Elevation, Section and Site Layout Plan
6183-PCE-501	Selahliwe Footbridge: Elevation, Section and Site Layout Plan

END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2