



mandela bay
DEVELOPMENT AGENCY
RENEW • REVIVE • INSPIRE

MAY 2023

TENDER NUMBER: MBDA NB 09/22

CONSTRUCTION OF DROP OFF SITE- NEW BRIGHTON
(GCC 2015)

VOLUME 3: CONTRACT

A Tender for Category 4CE or higher CIDB Registered Contractors

ISSUED BY:

The Chief Executive Officer
Mandela Bay Development Agency
P O Box 74
Port Elizabeth
6000
Contact Person: Pamela Govender
e-mail: publictenders@mbda.co.ca

Registered Name of Tenderer:	
TRADING NAME OF TENDERER:	
Registration No. of Entity:	
Contact Person:	Central Supplier Database (CSD) number:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s):	

NOTE:

Tenderers must have a CIDB contractor grading designation of 4 CE or higher for this tender.

The Tenderer is required to return:

- 1. The original document “Volume 1: Tendering Procedures” (this volume);**
- 2. The original document plus One (1) electronic copy must be uploaded onto the MBDA Vendor Portal of “Volume 2: Returnable Documents,” and**
- 3. A complete Bill of Quantities (C2.2) plus One (1) electronic copy must be uploaded onto the MBDA Vendor Portal of “Volume 3: Contract” as a complete tender offer.**

Failure to do so may result in the disqualification of the tender in accordance with clause 2.14 of the CIDB Standard Conditions of Tender.

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C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONSTRUCTION OF DROP OFF SITE- NEW BRIGHTON (MBDA NB 09/22)

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

.....
.....
.....
.....Rand (in words); R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) of authorized agents:.....

Name(s) (in block letters)

Capacity of authorized agents:

for and on behalf of the Tenderer

.....
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

2 ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date:

Name(s)

Capacity: **Chief Executive Officer**

for the **Employer: Mandela Bay Development Agency**
P O Box 74, PORT ELIZABETH, 6000

Witness:(Full name – in block letters – and signature)
(Name)

.....

.....

(Signature)

(Date)

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

for and on behalf of the Tenderer

.....
(Name and address of organization)

Witness: (Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s) Date:

Name(s)

Capacity: **Chief Executive Officer**

for the **Employer: Mandela Bay Development Agency**
P O Box 74, PORT ELIZABETH, 6000

Witness: (Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE at 011-805 5947

PART 1 : CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
2	1.1.1.14	The time for achieving Practical Completion is 24 weeks , calculated from the Commencement Date. (Define multiple times for achieving Practical Completions if the works are to be completed in portions as set out in the scope of Works.
3	1.1.1.15	Name of Employer is: MANDELA BAY DEVELOPMENT AGENCY , represented by the Operations Executive: Ms Debbie Hendricks and/or such other person or persons duly authorised thereto by the Employer in writing.
4	1.1.1.16	The Employer's Agent is: MANDELA BAY DEVELOPMENT AGENCY Address (Postal): PO BOX 74 Address (Physical): 1 st Floor, Tramways Building PORT ELIZABETH Corner Lower Valley Road & South Union Street 6000 Telephone: 041 811 8200
5	1.1.1.26	The pricing strategy is Re-measurement Contract
6	1.2.1.2	The Employer's address for receipt of communications and notices is: MANDELA BAY DEVELOPMENT AGENCY Address (Postal): PO BOX 74 Address (Physical): 1 st Floor, Tramways Building

No.	Clause	Description
		<p>PORT ELIZABETH Corner Lower Valley Road & South Union Street 6000 PORT ELIZABETH Telephone: 041 811 8200</p> <p>The Employer's Agent's address for receipt of communications and notices is:</p> <p>CONSULTANTS: TBA</p>
7	3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price". 2. Existing Clauses: <ul style="list-style-type: none"> 3.2.1 - Nomination of person as Employer's Agent's Representative. 5.6 – Approval of the programme 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variations in respect of Variations which are not small (R20 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.

No.	Clause	Description
8	3.2.4	The Principal Contractor shall perform a preliminary assessment of the project H&S Plan and submit the Plan to the Occupational Health and Safety Practitioner for review and approval for legal compliance prior to any works commencing. The duly appointed H&S Practitioner will also be responsible for further monitoring and auditing of the approved H&S Plan for updates and compliance throughout the contract duration.
9	4.3.1	<p><u>Add the following</u> to the clause:</p> <p>“For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</p> <p>“The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”</p>
10	4.3.3 4.3.4 4.3.5	<p>Add the following new Clauses:</p> <p>"4.3.3</p> <p>(i) The Employer and the Contractor hereby agree, 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', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(ii) 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.</p> <p>(iii) 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. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties,</p>

No.	Clause	Description
		<p>obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(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.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer 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 Engineer, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(a)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(a) 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 with the whole H&S file to the Employer for approval prior to site establishment and shall be implemented and maintained from the commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure 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 Engineer, 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.</p> <p>4.3.5 The Contractor's Designer: The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works for</p>

No.	Clause	Description
		which the Contractor is responsible to design in terms of the Contract”
11	4.5	<p><u>Add the following</u> new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Employer’s Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> <p>The Contractor shall provide proof to the Employer’s Agent of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
12	4.10.2.	<p>Add the following at the end of Clause 4.10.2:</p> <p>“The said information shall be reported on and delivered to the Engineer on a monthly basis and shall reach the Engineer’s office by latest on the 25th day of each calendar month. A penalty shall be applied in terms of Clause 5.13 for failure by the Contractor to submit such information adequately and timeously.”</p>
13	4.11.1	<p>Replace the first paragraph of Clause 4.11.1 with the following:</p> <p>"The Contractor shall employ on the Contract and on the Site, for the execution and completion of the Works, only such persons as are careful, competent and efficient in their several trades and callings."</p>
14	4.11.3	<p>Add the following new Clause:</p> <p>“4.11.3 Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor’s employees to improve their competency and efficiency commensurate with the requirements of the Works.”</p>

No.	Clause	Description
15	4.11.3	<p>Add the following to Clause 4.11</p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
16	5.3.1	<p>The documentation required before Commencement with Works are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) <p>Add the following to Clause 5.3.1 after the last sentence:</p> <p>"The Contractor shall commence executing the Works within twenty-eight (28) days after the Acceptance Date subject to:</p> <ul style="list-style-type: none"> (i) the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993 and Construction Regulations and have complied with the initial requirements thereof, and (ii) the Contractor providing proof to the Engineer that the Employer as well as the Contractor have complied with the requirements and conditions of Clause 8.6 (Insurances)."
17	5.3.2	<p>The Contractor is required prior to any Work commencement (including site establishment) to submit the documents listed below to the Employer's Agent for his/her approval.</p> <p>Health and Safety Plan The Contractor shall deliver his health and safety plan, in terms of Clause 7(1)(a) of the Construction Regulations 2014.</p> <p>The Contractor is required, within 14 days of the Acceptance Date, to submit the documents listed below to the Employer's Agent for his approval.</p> <p>Initial Programme The Contractor shall deliver his Initial Programme of work in term of Clause 5.6</p> <p>Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document.</p>

No.	Clause	Description
		<p>Insurance</p> <p>Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <ul style="list-style-type: none"> (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident. (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things. (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million. (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.</p>
18	5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any</p>

No.	Clause	Description
		additional facilities outside the Site required by him for the purposes of the Works.
19	5.8.1	<p>Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”.</p> <p>Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week</p> <p>Non-working days are Saturdays and Sundays, and special non-working days are public holidays and official builder’s holidays.</p>
20	5.8.3	<p>Add the following new Clause:</p> <p>“The additional cost of supervision and monitoring by the Engineer or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor’s account.”</p>
21	5.12.2.2	<p>Add to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <ul style="list-style-type: none"> • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer’s Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer’s Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
22	5.12.5	<p><u>Add the following</u> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer’s Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>

No.	Clause	Description
23	5.13.1	<p>The penalty applicable to and be applied against each phased or proportional completion of the Permanent Works as may be specified in terms of the requirements of the Contract Data and Scope of Work.”</p> <ul style="list-style-type: none"> • R 1500.00 per calendar day <p>Add the following at the end of Clause 5.13.1:</p> <p><u>“For non-compliance with submitting EPWP Reports And Labour sheets and ID’s, the penalty will be as follows:</u></p> <p>If the Contractor shall, in terms of Clause 4.10.2, fail to deliver the information (monthly EPWP Report and Labour sheets and ID’s) timeously and adequately, the Contractor shall be liable to the Employer for the sum calculated by the Engineer as a penalty for every calendar day which shall lapse between the monthly due date and the actual date of receiving such information.</p> <p>The penalty shall be R 500 per calendar day.</p> <p><u>For non-compliance with OHS requirements, the penalty will be as follows:</u></p> <p>Per occurrence – R 500-00</p> <p>Per day after the occurrence until satisfactory remedied in order to meet compliance - R 1000-00 per day</p> <p><u>For non-compliance with Micro Enterprises (SMME) targets, the penalty will be as follows:</u></p> <p>Should the contractor fail to meet the minimum requirement of subletting at least 30% of the Contract value to Micro Enterprises (SMME’s emerging sub - contractors), a penalty of 1,2% the value of the amount to be subcontracted, minus the actual value subcontracted, will be implemented. This amount will be deducted from the Contractor’s payment certificate.</p> <p><u>For non-compliance with Local Labour targets, the penalty will be as follows:</u></p> <p>Should the contractor fail to meet the minimum requirement of creating employment opportunities on site for the duration of the contact, a penalty of 1,5% the value of the amount of employment that was not created, calculated at R180-00 per day per person, will be calculated and imposed. This amount will be deducted from the Contractor’s payment certificate.”</p>
24	5.14.2	<p>Replace the wording ‘: ‘the Employer’s Agent” in the second line of the clause 5.14.2 with the following:</p>

No.	Clause	Description
		‘the Contractor shall notify the Employer’s agent, who shall inspect the Works and the Employer’s Agent’
25	5.14.4	<p>Add following Clause 5.14.4:</p> <p>‘The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of Certificate of Practical Completion’.</p> <p>Should the contractor fail to complete all the works listed within the stated period of 21 days the date of issue for the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such works.</p>
26	5.14.5.5	Delete Clause 5.14.5.5 and replace with: Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.
27	5.16.3	The latent defect period is 10 years.
28	6.2.1	<p>Replace the wording “as selected” in Clause 6.2.1 with “as stated”.</p> <p>The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> • a fixed performance guarantee of ten per cent (10%) of the Contract Sum, plus • retention money amounting to ten per cent (10%) of the Contract Price. <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The performance guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. A Retention Money Guarantee is not permitted.</p>
29	6.2.2	<p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”</p>
30	6.2.3	<p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>“The Contractor shall ensure that the performance guarantee remain valid and enforceable until the issue of the Certificate of Completion.”</p>
31	6.8.2	Contract Price Adjustment will not apply.
32	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.

No.	Clause	Description
33	6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>“Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.”</p> <p>The percentage retention shall be ten per cent (10%) of payments due up to the “Limit of retention money” which shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.</p>
33	6.10.4	Replace the wordings “within 7 days” and “within 28 days” in Clause 6.10.4 with the wording “within 5 working days: and “within 30 days”.
34	6.10.6.2	<p>Replace Clause 6.10.6.2 with the following new Clause 6.10.6.2:</p> <p>6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.</p>
35	7.2.1	<p>Add the following at the end of Clause 7.2.1</p> <p>Unless otherwise directed in writing by the Employer’s Agent, all materials for the Permanent work shall be new and unused”.</p>
36	7.8.2.2	<p>Replace the wording: “if carries out by the Contractor “ in the second line Clause 7.8.2.2 with following:</p> <p>If carried out by the Contractor and subject to the Employer’s Agent agreement and with written authorisation”</p>
37	8.6 8.6.1	<p><u>Delete Clause 8.6. and replace with the following:</u></p> <p>Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site</p> <p style="padding-left: 40px;">⇒ Contract Works Insurance (including SASRIA Insurance) and</p> <p style="padding-left: 40px;">⇒ Public Liability (Third Party) Insurance</p> <p>both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.</p>

No.	Clause	Description
		<p>The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:</p> <p><u>Section 1 – The Contract Works</u></p> <p>(a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.</p> <p>“Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <ul style="list-style-type: none"> (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, <p>to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><u>Section 2 – Contract Liability</u></p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p>THE SUMS INSURED/LIMIT OF LIABILITY</p> <p>SECTION 1 – CONTRACT WORKS</p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property</p> <p>R2,500,000 each and every loss</p> <p>SECTION 2 - CONTRACT LIABILITY</p> <p>Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event.</p>

No.	Clause	Description												
		<p>EXCLUDED CONTRACTS</p> <p>The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> 1. Any Contract with a Contract Price at award of over R100,000,000 2. Any Contract with a construction period at award exceeding 24 months 3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months 4. Any Contract involving <ol style="list-style-type: none"> 4.1 Underground Mine or Colliery Working’ 4.2 Tunnelling 4.3 Foul Berthing 4.4 Stevedoring Work 4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water <p>THE DEDUCTIBLES</p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) <u>STANDARD BUILDING CONTRACTS</u></p> <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Excess</th></tr> </thead> <tbody> <tr> <td>A1</td><td>Contract Value up to R10M</td><td>R 10,000</td></tr> <tr> <td>A2</td><td>Contract Value above R10M up to R25M</td><td>R15,000</td></tr> <tr> <td>A3</td><td>Contract Value above R25M</td><td>R25,000</td></tr> </tbody> </table>		Description	Excess	A1	Contract Value up to R10M	R 10,000	A2	Contract Value above R10M up to R25M	R15,000	A3	Contract Value above R25M	R25,000
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No.	Clause	Description																
	8.6.2	<div><div>(B) <u>CIVIL & ALL OTHER CONTRACTS</u></div><div><table><tr><th></th><th>Description</th><th>Excess</th></tr><tr><td>B1</td><td>Contract Value up to R1M</td><td>0.25% of claim minimum R10 000</td></tr><tr><td>B2</td><td>Contract Value above R1M up to R5M</td><td>0.25% of claim, minimum R20,000</td></tr><tr><td>B3</td><td>Contract Value above R5M</td><td>0.25% of claim, minimum R50,000</td></tr></table></div><div><div>(C) <u>LIABILITY RISKS</u></div><div>Liability limit: R20,000,000</div><div><table><tr><th>Description</th><th>Excess</th></tr><tr><td>All Contracts</td><td>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services R20 000 in respect of all other losses.</td></tr></table></div></div></div>		Description	Excess	B1	Contract Value up to R1M	0.25% of claim minimum R10 000	B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000	B3	Contract Value above R5M	0.25% of claim, minimum R50,000	Description	Excess	All Contracts	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services R20 000 in respect of all other losses.
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	8.6.3	<div><div>(D)<u>SASRIA</u></div><div>Rate: 0.0072%</div></div>																

No.	Clause	Description
		<p>The Employer will pay all premiums in connection with the insurance effected by the Employer.</p> <p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall</p> <ul style="list-style-type: none"> (a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage. (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent. (c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. <p>8.6.4 The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p> <p>8.6.5 Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.</p> <p>8.6.6 Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer</p> <p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none"> (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident.

No.	Clause	Description
		<p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things.</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million.</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.</p> <p>The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.</p> <p>The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.</p> <p>If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the</p>

No.	Clause	Description
	8.6.11	<p>Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p> <p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p> <p>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p>
38	9.1.4	<p>Replace Clause 9.1.4 with the following:</p> <p>Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date.</p>
39	10.1.1.1.1	<p>Add the following to Clause 10.1.1.1</p> <p>Should the claim be related to work stoppages by either the EMEs or the local community, no extension of time will be granted without a South Africa Police Service case number for threats or intimidation against the parties involves.</p>
40	10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
41	10.5.1	Dispute resolution shall be by ad-hoc adjudication
42	10.5.3	The number of Adjudication Board Members to be appointed one (1).

No.	Clause	Description
43	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
44	11.	<p>Add the following additional clause:</p> <p>Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.</p>

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The Contractor is:
	1.2.1.2	The Contractor's address for receipt of communications and notices is :
		Telephone: Facsimile:
		Address (Postal) : Address (Physical) :
	
	
2	6.5.1.2.3	The percentage allowance to cover overhead charges is%

C1.3 : FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, (2015).

GUARANTOR DETAILS AND DEFINITIONS

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”

means:
.....

Physical address:

.....
.....

“Employer” means:

.....
.....

“Contractor” means:

.....
.....

“Employer’s Agent” means:

.....
.....

“Works” means:

.....
....

“Site” means:

.....

“Contract” means:

The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R
.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:
.....

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor’s liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

- 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
 - 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
 - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

.....

.....

Date

.....

Guarantor's signatory (1)

.....

.....

Capacity

.....

Guarantor's signatory (2)

.....

.....

Capacity

.....

Witness signatory (1)

.....

.....

Witness signatory (2)

.....

.....

C 1.4: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN SECTION 37(2) MANDATORY H&S AGREEMENT:

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as "the Employer")

AND

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R...

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993

BETWEEN

MANDELA BAY DEVELOPMENT AGENCY

(Hereinafter referred to as the “**employer**”)

AND

.....
Herein represented by: _____ in his/her capacity as:

_____, duly authorized by virtue of a resolution dated

_____, 20 _____; attached hereto as Annexure A, of the said:

_____, herein after referred to as the “**CONTRACTOR**”).

.....
WHEREAS the **CONTRACTOR** is the mandatory of the **EMPLOYER** as contemplated in an agreement in respect of:

project name:

contract number:

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the “**ACT**”), imposes certain powers and duties upon the **EMPLOYER**,

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the **ACT**

NOW THEREFORE the parties agree as follows:

- a. 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 thereof.
- b. The **CONTRACTOR** undertakes that all relevant duties, obligations and prohibitions imposed in terms of the **ACT** and Regulations will be fully complied with. Provided that should the **EMPLOYER** prescribe certain arrangements and procedures, that same shall be observed and adhered to by the **CONTRACTOR**, his officials and employees. The

CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

- c. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- d. The CONTRACTOR agrees that duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- e. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

For and on behalf of the Tenderer:

name of organization:

address:

Authorized Agents (s)

<i>name</i>	<i>Capacity</i>	<i>signature</i>	<i>date</i>

Witness:

name:

signature:

date:

For and on behalf of the Employer:

name: Mandela Bay Development Agency

address: P O Box 74, Port Elizabeth, 6000

Authorized Agents (s)

<i>name</i>	<i>Capacity</i>	<i>signature</i>	<i>date</i>

Witness:

name:

signature:

date:

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.

5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.

5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted.

Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.

8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.

9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.
- 11. Compensation registration
 - 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
 - 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.
- 12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.
- 13. Incident reporting and investigation
 - 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
 - 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
 - 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.
- 14. Statutory Obligations of the Mandatory & Contractor
 - 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
 - 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
 - 14.3 Without derogating from the generality of this paragraph:
 - 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
 - 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
 - 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention

- 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
 - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
 - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
 - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
 - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
 - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
 - Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
 - Contractors must, in the interests of safety, enforce discipline
15. Security and access
- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.
- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.
16. Fire precautions and facilities

- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 17. Hygiene and cleanliness
 - 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
 - 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.
- 18. No nuisance
 - 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
 - 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.
- 19. Intoxication not allowed
 - 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
 - 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 20. Personal protective equipment
 - 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.
 - 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.
- 21. Plant, machinery and equipment
 - 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the

purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.
- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Lifeline etc

25. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus, done and signed at on

For, and on behalf of the Employer

Date

for, and on behalf of the Mandatory

Date

Witness

Date

C1.5: DISCLOSURE STATEMENT

PRO FORMA

Date: _____

Contract: _____

Contractor: _____

Employer: _____

Engineer: _____

Dear Sir/ Madam

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full: _____

Signature: _____

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

_____ (name of project) which provides that a dispute under or in connection with the **General Conditions of Contract for Construction Works, 3rd Edition 2015 (GCC)** must be referred to ad-hoc adjudication.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.

3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 1. A monthly retainer of _____ (amount) for _____ (number of months), and/or
 2. A daily fee of _____ (amount) based on a _____ (number) hour day, and/or
 3. An hourly fee of _____ (amount), and/or
 4. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **Employer** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The (day) of(month) (year)

At(place)

It is hereby agreed that the official commencement date of the contract will be:

The (day) of(month) (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

_____	_____	_____
NAME	SIGNATURE	CAPACITY

SIGNED BY WITNESS:

_____	_____
NAME	SIGNATURE

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.
- C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “ LI ” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders will be corrected in the following manner:

- **Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.**
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.1.12 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

C2.1.1.13 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

C2.1.1.15 30% of the works shall be sub-contracted to Exempted Micro Enterprises (EME's). The Tenderer is referred to Section C3.3: Procurement of this document where the details and instructions of the requirements are fully explained.

The "EME" items are added into the BoQ as a percentage of the work packages.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature or initial of the Tenderer shall be placed next to the correction. Failure to do so shall deem the bid non-responsive.

NOTE

Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended or added to and these changes must be considered when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

C2.2 : BILL OF QUANTITIES

AS PER SABS 1200 & SABS 0120

[Bill of Quantities attached]

C2.3 : SUMMARY PAGE OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R

SUB TOTAL A: TOTAL OF PRICED ITEMS	R
ADD 10% CONTINGENCIES TO SUB TOTAL A	R
SUB TOTAL B: NET CONTRACT PRICE	R
ADD 15% VAT TO SUB TOTAL B	R
CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER	R

The above is to be completed in non-erasable black ink. Failure to complete in full plus one (1) electronic copy must be uploaded onto the MBDA Vendor Portal will deem the bid non-responsive.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are as follows:

1. The MBDA's Vision is to develop an iconic world-class ocean city showcasing its diversity of people, culture, heritage and environment;
2. The MBDA's mission is to become a knowledge based developmental agency that seeks to achieve social, spatial and economic transformation in Nelson Mandela Bay;
3. The Mandela Bay Development Agency (MBDA) was mandated by the Nelson Mandela Bay Metropolitan Municipality (NMBM) as a trans-disciplinary implementing agent for programmes, projects and events which have a number of defined objectives which include inter alia:
 - 3.1 Enabling social, spatial and economic transformation;
 - 3.2 Implementing existing and identify new projects, programmes and events within its mandated areas referred to as "designated localities, nodes and precincts (of different scales)" which are to be aligned to the various plans of the NMBM.
4. The Employer has further committed itself to ensure that a minimum of 30 % of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in Ward 14 of NMBM.

C3.1.1 OVERVIEW OF THE WORKS

This tender is for civil engineering construction works, fencing and erection of converted containers for a waste drop off site in New Brighton. The scope of works includes the following as well as the drawings attached:

- a) Excavations for fencing
- b) Site Clearance
- c) Earthworks
- d) Fencing
- e) Setting up recycling centres
- f) Formwork
- g) Reinforced concrete
- h) Erection of converted containers
- i) Asphalt Base and Surfacing
- j) Balustrading
- k) Road markings
- l) Landscaping

EXTENT OF THE WORKS

The New Brighton area is one of the MBDA's mandate areas. The site is located in Ward 14 in New Brighton, in Eveready Road. The project is an implementation of a temporal waste drop off site that will have facilities for local entrepreneurs. The complete project will be a fenced off site, with containers. As this is a temporal measure for waste management, the site is not serviced and does not need any services.

C3.1.2 LOCATION OF WORKS

The site is situated in Eveready Road, it is zoned as a public open space, entrance from (see map attached):

- Sheya Kulati Road
- Sidwell

- N2 Freeway

The location of the site is indicated on the locality plan bound under **Appendix A**.

C3.1.3 TEMPORARY WORKS

Normal temporary work such as supports for formwork etc. will be required to facilitate construction.

C3.1.5.1 Other Services (i.e. Telkom, Electricity, etc.)

The Contractor shall ensure that the position of all existing services, IF ANY, affected by the Works have been verified before construction works commences and should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Employers Agent accordingly.

C3.1.5.2 Survey Beacons and Benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Information regarding the position of all such pegs will be made available to the Contractor by the Employers Agent.

The Contractor is to ensure that no spoil is placed over erf pegs or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employers Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

C3.1.5.3 Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employers Agent the latest available drawings showing the location of services already installed. The Contractor will also be responsible for contacting the various service providers, arranging a meeting and verifying all known as well as possible unknown services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

C3.1.5.4 Tidying up of the Works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The responsibility for the design of the works is set out below:

Concept, feasibility and overall process	TBA and MBDA
Basic engineering and detail layout to tender stage	TBA and MBDA
Final design of civil works for construction stage	TBA and MBDA
Preparation of as-built drawings	TBA and MBDA

C3.2.2 DESIGN BRIEF

The Contractor is responsible for the design of all temporary works required for the construction of the permanent works – all to the approval of the Employers Agent and Employer before the award of the tender.

C3.2.3 DESIGN PROCEDURES

Where drawings of the structures have been prepared by the Employer's Agent, the Contractor shall base their drawings on the Employers Agents drawings and shall check that their equipment fits into and can operate satisfactorily within the structures shown on the Employers Agents drawings. Drawings, dimensions and details of existing infrastructure and equipment are supplied to the Contractor in good faith; however, the Contractor shall base the design of their infrastructure and equipment on actual dimensions and details measured/recorded on Site by them and approved by the Employers Agent. Any inconsistencies, including any conflict between the Employers Agents drawings and the actual dimensions measured on site, shall immediately be drawn to the attention of the Employers Agent, in writing.

Note that all designs are subject to the approval of the Employer and/or the Employers Agent, this does not relieve the Contractor of his design responsibility nor accountability. The professional responsibility for such design shall remain with the Contractor.

The Contractor shall take all statutory requirements, as well as the Site Specific Health and Safety Specification and Basic Risk Assessment (refer to Annexure C and D) into consideration when designing the Temporary Works.

The Contractor shall record all construction data to enable the Employers Agent to compile the 'As-built' plans at the end of the contract.

The above summary is not necessarily complete and shall not limit the work to be carried out.

C3.2.4 DRAWINGS

The drawings relating to this tender shall be provided with the tender document.

Any ambiguities shall be clarified by the Tenderer with the Employers Agent prior to the submission of Tenders. The drawings listed below have been prepared by the Employers Agents on behalf of the Employer and are attached in order to give an overview of the project. They are issued to tenderers for pricing purposes and are not construction drawings.

The Nelson Mandela Bay Municipality Standard Infrastructure Details (July 2007) also apply to this contract – these details are available for purchase from the Information Centre, Ground Floor, Lillian Diedericks Building, Govan Mbeki Avenue.

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), will be issued to the Contractor by the Employers Agent/Employer on the commencement date and from time to time as required. The contractor will be supplied with an electronic copy of the drawing.

The Contractor shall conform in all aspects to the drawings and specifications and to any written instructions, which the Employers Agent or his representative may provide him with during the contract. Should any difference or contradictions exist in the documents or dimensions used in the documents, the Contractor shall be responsible to obtain clarification, thereof from the Employers Agent. Such clarification shall be in writing and shall be final and binding.

Should the Contractor fail to seek clarification of any differences or contradictions, the Contractor shall be solely liable for any costs that may arise due to his failure in this regard.

The Employers Agents drawings included in this tender document are indicative, conceptual, generic drawings and do not pertain to any particular supplier or manufacturer.

Only figured dimensions may be used, and the drawings shall not be scaled unless the Contractor is so instructed by the Employers Agents in writing. The Employers Agents will upon written request provide any dimensions that may have been omitted from the drawings.

It is the Contractor's responsibility to ensure that work is carried out in accordance with the latest revision of the construction drawings.

C3.2.4.1 Record Drawings ('As-built')

The Contractor shall mark up on drawings provided to him for this purpose the exact positions and details of all infrastructures, pipelines and the like constructed under this contract. The marked up drawings shall be handed to the Employers Agent monthly as the work progress. The Certificate of Completion shall not be issued before the Employers Agent is in receipt of all marked up drawings and other as-built information.

C3.2.5 CONSTRUCTION METHODS

Construction methods used shall be environmentally friendly as far as possible. No construction methods that will result in long term or permanent damage to the surrounding natural environment shall be allowed.

Care shall be taken when mixing, transporting and placing concrete to avoid spillage and wastage.

All construction work shall be undertaken in accordance with the Occupational Health and Safety Act and Construction Regulations.

C3.2.6 SERVICES KNOWN TO BE IN THE VICINITY OF THE WORKS SITE

Many known services cross the site of the works. These are shown on the drawings as far as possible. Before any work commences the exact positions of all services must be located and the services identified, marked and recorded on plan for inclusion in the as-built drawing.

The Contractor, shall however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant service providers in his presence. The Contractor must request in writing the relevant official to indicate the said services within 48 hours prior to the commencement of the work, after which the responsibility rests with the service department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Main Contractors account.

C3.3 : PROCUREMENT

C3.3.1 SUBCONTRACTING: PORTION OF WORKS RESERVED FOR EME's SUBCONTRACTORS

This specification covers the requirements of the Employer for the use and development of EME's as subcontractors on civil engineering projects.

C3.3.1.1 DEFINITIONS

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- a) **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- b) **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- c) **"Main Contract"**: shall mean the contract entered into between the Employer, who is the Nelson Mandela Bay Metropolitan Municipality, and the Contractor.
- d) **"EME Committee"**: The EME Committee shall be selected after award of the Main Contract, and its members shall consist of:
 - The Contractor, or his/her representative
 - Ward Councillor / representative
 - The Community Liaison Officer
- e) **"EME's Subcontract"** shall mean the contract entered into between the Contractor and any EME subcontractor.
- f) **"EME Work Package"** shall mean that portion of the Works which shall be set aside for construction by an EME.
- g) **"Exempted Micro Enterprise (EME)"** shall mean an enterprise with annual total revenue of R10 million or less. The company or economic activity that is owned by black person(s) and where there is a substantial management control by black people.

C3.3.2 RESOURCE STANDARDS

30% of the works will be subcontracted to EME's to expedite the objectives of economic development.

C3.3.4 PREFERRED SUBCONTRACTORS INCLUDING EME SUBCONTRACTORS

Subcontractors shall be EME's. An EME's is defined as an enterprise with annual total revenue of R 10 million or less. The company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of

the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply to BE's.

Enterprises shall comply with the following:

- Business shall be registered within the NMBM boundaries, in Ward 14
- Must be registered with the CIDB to a relevant class i.e. CE classification.
- Registration on National Treasury Central Supplier Database (CSD)
- Must have a current valid Tax Clearance Certificate.

C3.3.5 SUBCONTRACTING PROCEDURES FOR EME SUBCONTRACTORS (SMME'S)

It is an express condition of this Contract, that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding **the Principal Contractors P&G's**, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in **Ward 14** of NMBM. Further, this work is to be subcontracted to a Micro Enterprise/s (SMME's) registered in the correct CE grading's, for the appropriate value of the subcontracted works. Post appointment, the subcontract agreement, must clearly state the scope of the work to be subcontracted, as well as the agreed rates for which the subcontractor will be paid.

The successful bidder **MUST** submit assigned sub-contract agreement, with rates, after receiving an appointment letter and submitted an acceptance letter within 14 days.

The scope of the work to be subcontract is the prerogative of the Contractor.

The contractual relationship between the Contractor and any of the Subcontractors shall be the same as if the Contractor had appointed these subcontractors in terms of Clause 4.4.2 of the Conditions of Contract. The Contractor shall take full responsibility for these subcontractors.

The Contractor shall without delay award and enter into contract with the subcontractor/s based on their accepted tender submission. Deviations from the tender document shall not be accepted by the employer and the SAFCEC Agreement shall be used.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Notwithstanding the normal requirements of Government for an enterprise to be acknowledged and categorised as an Micro Enterprise as indicated below, the MBDA further requests the Tenderer to ensure that the Micro Enterprises he intends Sub Contracting with also complies with the following seven criteria:

- Must have a valid Tax Clearance Certificate
- Must have a valid CIDB registration in the appropriate category and value range for the anticipated scope of work.
- Must be registered on the Central Supplier (CSD)
- Must be 100% Black owned
- Must have an accountants letter that indicates BBBEE Status or BBBEE Certificate from an institution accredited by SANS or IRBA or an Micro Enterprise Affidavit
- Healthy and Safety file
- Letter of Good Standing from the Department of Labour

The Contractor shall be responsible for ensuring that the Subcontractors fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering.
- Implications of the tendered rates.
- Scope and extent of the Works included in the Subcontract.
- Proper procedures for the submission of the tender.
- Procedures and basis on which tenders will be evaluated and the Subcontract awarded.

The Contractor shall closely manage, supervise, guide and assist each Micro Enterprise Subcontractor (SMME's) in all aspects of management, planning, execution and the completion of each Subcontract.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil engineering infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract and subcontract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in **commensuration with the expertise** of the **relevant subcontractor** and should be so directed as to enable the subcontractors to achieve the successful execution and completion of the respective Subcontracts.

The Contractor attention is further directed to Clause C3.5: Management under the Scope of Work.

C3.3.1.1 Quality of work and performance of the subcontractor / Micro Enterprise (SMME)

- (a) The Contractor shall closely monitor and supervise all subcontractors / Micro Enterprises (SMME's) and shall guide and assist each subcontractor in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the subcontractor to achieve the successful execution and completion of his subcontract.
- (b) The Contractor shall give reasonable warning to the subcontractors when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the subcontractor reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the subcontractor in this regard.

C3.3.6 ATTENDANCE ON SUBCONTRACTORS

An allowance is made in the bill of quantities for managing the Subcontractor during the course of the contract. The following items may be required:

- Allowance for procuring (tender) for the subcontract/s
- Allowance for mark up on the actual cost of the subcontract works
- Allowance for managing the subcontract
- Allowance for mentoring, supervising and site training
- Allowance to pay contractors within 30 days after submission of invoice

1. CONDITIONS OF TENDER

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works, 3rd Edition (2015).

The contract will also specify:

- The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- Details of any training to be provided to the temporary workforce.
- Detail of accepted rates
- Payment terms which should be fortnightly after issuing of an invoice on labour only contracts and where the main contractor is supplying material and plant. No early settlement discount will be charged.

2. ASSISTANCE TO THE EME

(a) The Contractor shall be responsible for ensuring that prospective EME fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the EME proposes entering.
- Implications of the EME rates.
- Scope and extent of the works included in the subcontract.

C3.3.7 ATTENDANCE OF EME SUBCONTRACTORS

The Contractor shall closely manage and supervise all EME's and shall manage, guide and assist each EME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant EME and shall be directed at enabling the EME's to achieve the successful execution and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Main Contract, in which the Contractor will be reimbursed on the basis of a percentage of the value of the subcontracts awarded, for his attendance on the SMME subcontractors. This amount shall allow for:

- All administrative, management and supervisory functions associated with the employment of the EME's.

The Contractor shall be required to appoint an official from the Construction Team who will be responsible to assist EME's as and when required.

Assistance to the EME Subcontractors

The Contractor shall, in addition to the requirements of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), 3rd Edition guide, assist and mentor all eligible potential EME's wishing to submit tenders, in the proper completion and submission of their particular tenders, including advice and guidance on how to establish rates.

C3.3.8 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EME'S

1. Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

- (a) Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular EME concerned.
- (b) Closely manage and supervise all EME's and wherever feasible, give reasonable warning to EME's when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the EME's reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the EME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the EME's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and an EME such dispute shall be resolved in accordance with the provisions of the subcontract.

2. QUALITY OF WORK AND PERFORMANCE OF THE EME SUBCONTRACTOR

2.1 QUALITY

The contractor shall be fully liable for the quality of work done by the EME as of that work is done by the main contractor. All works are to be done according to the specs and as specified in the tender document.

2.2 PERFORMANCE

If the EME Subcontractor, in the opinion of the Employer, fails to comply with the criteria as listed below, the Employer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria may include, but are not limited to, the following:

- (a) Acceptable standard of works as set out in the specifications in the subcontract.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Punctual and full payment of the workforce and suppliers.
- (d) Site safety

The EME Subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer, with the exception of points (d), for which the reaction time shall be 24 hours. Failure to do so will be sufficient grounds for the Contractor to terminate the subcontract, provided that the EME Committee is satisfied that the Contractor has made every effort to correct the performance by the EME Subcontractor.

C3.3.9 ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EME, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the EME Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

(A) MAIN CONTRACT DATA:

- (i) Contract title.
- (ii) Contractor's full name and address.
- (iii) Employers Agent name and address.
- (iv) Employer's name.

(B) SUBCONTRACT DATA:

- (i) EME name and address.
- (ii) Scope or extent of the subcontract works.
- (iii) Value of the subcontract works.
- (iv) Duration of the subcontract.
- (v) Date of completion of the subcontract.
- (vi) Description of the training undergone by the EME.

C3.3.10 CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), **3rd Edition** the Contractor shall be fully liable for the acts, defaults and neglects of any EMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

C3.3.11 MEASUREMENT AND PAYMENT

Under the work packages set aside for EMEs, the EME shall be responsible for all labour, plant, equipment, tools, materials and any other incidentals that may be required to carry out the works in accordance with the specifications.

In cases where the EME is unable to have the above then the main contractor is to provide plant, equipment, tools, material and other items needed by the EME in order to implement his work and such contracts will be regarded as labour only sub-contractors.

The Main Contractor shall supervise and manage the EME work at all times in order to ensure compliance with the specifications and drawings.

The Main contractor shall pay EME's 14 days (fortnightly). The main contractor will not charge EME's handling costs i.e. bank charges, early payment discounts etc.

C3.3.11.1 Payment of EME's

EME's are to be invited to submit their payment certificates or claims fortnightly and are to be paid by the contractor within 14 days.

Payment of EME's may not be delayed pending payment of the contractor by the Employer.

C3.3.12 GENERAL

Claims for extension of time due to delays caused by EME's will not be entertained; the main contractor is to programme in his work factoring the use of EME's. Nonperformance of EME's shall be dealt with in terms of the clause 10 in the SAFCEC sub contractor agreement.

RETENTION

A ten percent (10%) Excluding VAT of the subcontract value will be deducted as retention on EME with half to be released on issue of the completion certificate for the EME.

SUBCONTRACTING BY EME'S

The Main contractor shall not permit the EME sub contractor to further subcontract on any other conditions than those applying in the project specification to subcontractors or EME subcontractor

PENALTIES FOR NON-COMPLIANCE WITH SUB CONTRACTING

Should the main contractor do the work that is earmarked for sub-contracting to EME's. The main contractor will be charged a penalty of 100% of value of any work he/she has done. The amount will be deducted from the monthly payment certificate.

C3.4 : CONSTRUCTION

C3.4.1 Applicable SANS 2001 or SANS 1200 standards for construction works

SANS 2001 standards do not apply to this contract

C3.4.2 Applicable national and international standards

The following SANS 1200 Standardized Specification for civil engineering construction are applicable:

SABS 1200 A	:	General
SABS 1200 C	:	Site Clearance
SABS1200 D	:	Earthworks
SABS1200 DM	:	Earthworks (Roads; Subgrade)
SABS1200 GA	:	Concrete (Small Works)
SABS1200 M	:	Roads (General)
SABS1200 ME	:	Subbase
SABS1200 MJ	:	Segmented Paving

The term “project specifications” appearing in any of the SABS 1200 standardised specifications must be replaced with the terms “scope of work”.

The variations and additions to the specifications listed in C3.4.2 are given in section C3.7. The clauses are lettered using alphabetical identification of the applicable standardized specification. Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition shall prevail.

C3.4.3 Particular Specification

Particular specifications included with the document at the end of section C3.7 are as follows:

SPEC OHS:	Occupational Health & Safety
SPEC ENV:	Environmental Management

C3.4.4 Materials and Samples

Where materials to be used on this contract are specified to comply with the requirements of a South African National Standard Specification and such material is available with the official SANS (SABS) mark, the material shall bear the official mark.

Materials or work which does not conform to the approved samples submitted in terms of Subclause 7.4.1 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 costs 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 Subclause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

C3.4.5 Construction Plant

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No machinery that leaks oil, fuel or hydraulic fluids may be used on the Site. Any plant or equipment that, in the opinion of the Engineer, is not of adequate size or fit for use shall be removed from the Site on instruction from the Engineer and replaced with acceptable plant or equipment, all at the Contractor's cost.

Drip trays with absorbent material such as sand, shall be placed under all static plant and equipment at all times, whether such plant is in operation or not.

C3.4.6 Known services

Various services are known to exist within the vicinity of the Works. Their approximate positions are shown on the drawings but, although based on the best information available, the accuracy of their positions cannot be guaranteed. It is likely that other services not shown on the drawings also exist within the vicinity of the Works.

The contractor shall take full responsibility to ensure that existing services are not damaged during construction.

C3.4.7 Treatment of existing services

Before commencing with any excavation the Contractor shall confirm the name and telephone number of the relevant official(s) directly concerned with the known or suspected services, shall acquaint himself with the relevant positions of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise closely with the relevant authorities or controlling bodies for the necessary temporary closure of any service during construction.

In addition to the requirements of Subclause 5.4 of SANS 1200A, the Contractor shall deal with the crossing of known existing services by the pipeline by:

- i. Notifying the Engineer's representative and the relevant authority at least 48 hours prior to executing the work.
- ii. Serving notice on the resident, occupier and / or owner of every affected property at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration of the disconnection.
- iii. Excavating carefully by hand under the supervision of the Engineer's representative and / or the authority involved, on the line of the trench up to 2m, or such distance as may be necessary, in both directions from the indicated position to locate the exact position of the existing service(s).

C3.4.8 Continuance of Operation of Existing Services

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice, as set out in C3.4.7 above, has been given to the affected residents.

Connecting into the existing water reticulation and sewer network may only be undertaken after the Employer has received 72 hours prior written notice of the date and times that the Contractor intends to carry out the work.

C3.4.9 Damage to services

In the event that the Contractor damages an existing service, he shall immediately notify the relevant authority and arrange for the service to be isolated.

Once isolated, the Contractor shall arrange with the relevant authority for the repair of the damaged service. In the case of pipelines, the Contractor shall repair the service himself. In the case of damaged electric or communication cables, the Contractor shall arrange for the relevant authority to repair the damaged service.

In the case of known existing services, or services whose presence could be reasonably deducted on site, the cost of the repair of the service will be for the Contractor's account. In the case of unknown services, the Contractor will pay the relevant authority for the cost of repairing the damaged service and claim the actual cost of repair plus a maximum mark-up of 10% from the Employer. No payment for damaged unknown services will be made without an invoice or receipt of payment for the cost of the damage from the relevant authority.

C3.4.10 Service and facilities provided by the employer

Source of Water Supply

The Contractor may make application to the Municipality's Water Division for a clean water supply point and 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.

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.

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.

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.

C3.4.11 Facilities provided by the contractor

Temporary Offices

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

Sanitary Facilities

The Contractor shall supply an adequate number of chemical toilets for the use of his workforce. The number of toilets shall be based on one (1) toilet per fifteen personnel on site. Separate toilets shall be provided for males and females.

Toilets shall be positioned such that no member of the workforce is further than a maximum of 100m walking distance from a toilet. Under no circumstances may the surrounding area or bush be used as a toilet.

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 on 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 subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractor's telephone shall include for local official calls by the Engineer or his Representative.

Survey Equipment and Assistants

The Contractor shall, for the duration of the Contract, provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod.
- 1 metric levelling staff with protective cover bag.
- 6 ranging rods.
- 1 x 100 metre Stilon tape measure.
- 1 ± 2 kg hammer.

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.

Site Instruction Book

The Contractor shall keep a triplicate book for site instructions on Site at all times.

C3.4.12 Site Usage

The Contractor shall confine his activities to the site of the Works and to the area allocated to him for his site offices and materials storage. The Contractor may not use or

damage in any way any area that falls outside the boundaries of the Site. Any area outside of the Site boundaries damaged by the Contractor shall be rehabilitated to the satisfaction of the Engineer at the Contractor's expense.

C3.4.13 Water for Construction Purposes

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 utilised for the purposes of the Contract shall be subject to the prior approval of 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 potable to the satisfaction of the health authorities in the area of the Site.

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.

C3.4.14 Survey Control and Setting Out of the Works

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township.

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

C3.4.15 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.

C3.4.16 Testing and Quality Control

a) Contractor to engage services of an independent laboratory

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 utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The 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 subclause 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.

b) Additional testing required by the Engineer

In addition to the provisions of subclause C3.4.19(a): 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 subclause C3.4.19(a) 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 copies of the test results shall be promptly submitted to the Engineer.

c) Costs of testing

i. Tests in terms of subclause C3.4.19(a)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.19(a), 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 the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.19(a).

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.

ii. Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.19(b): Additional testing required by the Engineer, shall be 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 utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.17 Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except 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 the intended closure and its probable duration, and reopens the 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 measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

C3.4.18 Employment of Local Labour

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

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

The minimum wages for local labour shall be those prescribed by SAFCEC for the area in which the Works falls.

C3.4.19 Monthly Statement and Payment Certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 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 computer 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 workings 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 Subclause 6.10.4 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.

C3.4.20 Construction in Restricted Areas

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.

C3.4.21 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, foremen, 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 Contractor's 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.

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.

PSA GENERAL (SANS 1200 A)

PSA 2 INTERPRETATIONS

PSA 2.2 Applicable edition of standards

Add the following at the beginning of the clause:

“Unless a specific edition is specified (see the List of Applicable Specifications),.....”

PSA2.3 Definitions

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

Except for references to “the (official) SABS mark”, the term “SABS” shall mean “SANS”.

PSA2.4 Abbreviations

Add to Sub-clause 2.4(b) :

“MAMDD : Modified AASHTO maximum dry density”.

PSA2.8.1 Items in Schedule of Quantities

In the fourth line of Sub-clause 2.8.1, after the word “specification”, add: “or in the measurement and payment clause of the standard specification, particular specification or project specification”.

PSA 3 MATERIALS

PSA 3.1 Quality

Where applicable, materials shall bear an official standardization mark.

Add the following:

“Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms ‘or other approved’ or ‘or approved equivalent’ are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.”

PSA 4 PLANT

PSA 4.2 Latrine facilities

The toilet facilities to be provided and maintained by the Contractor for all his workers shall be of the chemical type and these shall be readily accessible to workers at all areas of both sites.

PSA 5 CONSTRUCTION

PSA 5.1.1 Setting out of the works

The works are to be set out by the Contractor using the co-ordinates provided and verified with the control pegs and benchmarks.

The Contractor shall check all control pegs and benchmarks well before he intends constructing any portion of the Works influenced thereby. Should any peg have been disturbed or any discrepancy in the positions or levels be discovered, the Engineer shall be informed as soon as possible in writing, but in any event at least 7 days before such construction is due to start. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the control pegs

and benchmarks are correct.

Co-ordinates are based on WGS84 and reduced levels on M.S.L.

PSA 5.1.2 Preservation and replacement of beacons and pegs subject to Land Survey Act

Delete from the seventh line "Before the commencement to the tenth line apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, under the direction of the Engineer, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Add the following:

"(c)* pegs in close proximity to the works which would unavoidably be removed, subject to the Engineer's approval being given to remove such pegs."

Any erf boundary pegs disturbed by the Contractor during the Contract will be replaced by a Land Surveyor after the completion of all operations. Any costs in connection with the replacement of pegs for which the Contractor is responsible in terms of Sub-clause 5.1.2 will be recoverable from the Contractor by deduction from the monthly certificate of payment.

PSA 5.2 Watching, Barricading and Lighting and Traffic Crossings

Add the following

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulation of 2003 (notice no R1010, dated 18 July 2003) to the Act".

PSA 5.4 Protection of Overhead and Underground Services

The drawings show the position of existing services, based on the best information available but, though these are presented in good faith, their accuracy cannot be guaranteed. The Contractor shall verify the positions of all services including cables, overhead lines, manholes, survey beacons and other obstacles or existing works that may occur on the site of the Works.

At least three weeks in advance of commencing work in any particular area, the Contractor shall expose by hand excavation in all existing underground services either crossing or adjacent to the works. He shall accurately record the position and level of the service and immediately forward this information to the Engineer, to enable timeous amendments to be carried out to design, should this prove necessary. On completion of recording the above information, the Contractor shall immediately backfill and reinstate the trial holes.

"PSA 5.9* Maintaining services to occupied erven

The Contractor shall take note that he shall not cut off any existing services in use without the prior approval of the Engineer and the knowledge of the residents. Further, no existing service in use shall remain cut off for more than 8 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Engineer to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining water supply pipelines in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10* Accommodation of other contractors

The Contractor may be required to accommodate other contractors on the site of the works during the Contract period.

Adequate access to the site of their works shall be given the above stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the site of the works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

“PSA 5.11*

Accommodation of Traffic

The Contractor shall at all times ensure that adequate traffic accommodation measures are put in place so as to ensure public and traffic safety. All roads and lanes, including driveways and access to properties, shall remain fully operational throughout the contract period.

The Contractor shall at all times ensure that adequate traffic accommodation measures are put in place so as to ensure public and traffic safety.

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled “Safety at Roadworks in Urban Areas”, as published by the Department of Transport. Traffic signs shall have a yellow background with either a red or black border.

Prior to construction commencing the contractor is to liaise with the Chief Traffic Officer of Port Elizabeth and ensure that all works are conducted to conform with the set requirements and procedures. Payment for the accommodation of traffic, including the supply, maintenance and movement of signage, will be made in accordance with PSA 8.8.2.”

“PSA 5.12*

Construction Manager

The Contractor shall employ on a monthly basis, in addition to Clause 4.4 of the General Conditions of Contract (2015), 3rd Edition a Construction manager on the Contract who will guide, assist manage and mentor all EME's appointed on the contract, and report on progress at the contract site meetings. The Construction Manager must be adequately experienced with EME work and the development thereof and will be subject to the approval of the Employer. The assistance rendered by the Construction Manager, shall *inter alia*:

- (i) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME,
- (ii) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the EME.
- (iii) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
- (iv) Be given in a manner which does not unfairly prejudice or favour any particular EME.

The Construction Manager will work with and manage the EME Subcontractors throughout the Contract.

PSA 7

TESTING

PSA 7.2 Approved laboratories

Add after “Engineer” in the third line “or any laboratory designated by the Engineer”.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

“The 'duration of construction' applicable to a time-related item shall be the tendered Contract period for the total works, plus as applicable the period over the Christmas shutdown equalling 15 working days and all gazetted paid holidays for the Civil Engineering Industry.”

PSA 8.2.2 Time-related items

Replace the contents of this subclause with the following:

“Subject to the provisions of 8.2.3 and 8.2.4, payment for each time-related item will be made monthly in equal amounts, calculated by dividing the sum tendered for each item by the duration of construction as defined in PSA 8.1.2.1 in months, until the sum tendered has been paid in full, provided always that the total of the monthly amounts so paid for each item is not more than in proportion to the progress of the work as a whole.

Should the Engineer grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs, that result from the circumstances pertaining to the extension of time granted.”

PSA 8.3.1 Contractual requirements.....Unit : Sum

Add the following:

“The sum tendered shall include for the cost of providing and maintaining the special risks insurance stipulated in the appendix to the tender.” “In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 8.3.2.1 Facilities for Engineer

Replace the contents of this subclause with the following:

“(a) Furnished office (1 No).....Unit : Sum

(b) Nameboards (1 No).....Unit : Sum”

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

PSA 8.3.2.2 Facilities for Contractor.....Unit : Sum

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of “Facilities for Contractor”.

PSA 8.3.4 Removal of site establishment.....Unit : Sum

Add to Sub-clause 8.3.4

"The amount shall also cover the cost of complying with the requirements of Clause 5.15 of the General Conditions of Contract."

PSA 8.4 Scheduled Time-Related Items

PSA 8.4.1 Contractual Requirements

Add the following :

"The Contractor shall tender a lump sum in the Bill 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 SABS 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 Adjusted Payment for Time-Related Items

Add the following:

"The payment to the Contractor for Time-Related items shall be such proven additional cost (in accordance with clause 5.12.3 as amended in the Contract Data) in the event of the Contract being extended.

Cost means all expenditure reasonable incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Typical examples: Extension of guarantee and insurances, cost for labour, plant, equipment and tools.

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

PSA 8.4.3 Adjusted Payment for Time-Related Items

Add the following:

Provide the Engineer with a breakdown upon request.

PSA PAYMENT CLAUSES

PSA 8.4.5 Other Time-related Obligations

"PSA 8.4.5.1* Provision of Security Personnel Unit: month

This item shall cover the cost of providing such security personnel the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area.

PSA 8.5 Sums Stated Provisionally by Engineer

PSA 8.5.1 Additional Testing required by the Engineer Unit: Provisional Sum

The provisional sum provided in the Bill of Quantities is to cover the payment of the SANAS registered soils laboratory to conduct any additional tests as directed by the Engineer.

PSA 8.5.2 Overhead, charges, profit etc. on item PSA 8.5.1 Unit: %

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- All costs involved in arranging the tests with the laboratory.
- Setting out the positions for the tests to be taken by the laboratory as indicated by the Engineer.
- Making good all test holes.
- The cost of all overheads, charges and profits.

"PSA 8.5.3* Relocation of municipal services..... Unit: Provisional Sum

The provincial sum is to cover the costs payable by the contractor to service providers, on the engineer's instruction only, for the relocation of existing services which impede construction activities.

"PSA 8.5.4* Overhead charges, profit, etc on item PSA 8.5.3 Unit: %

The percentage tendered shall be paid to the contractor on the actual amount paid to the service provider and shall cover the cost of contacting the service provider and arranging for the relocation of the services, as well as briefing the service provider on the presence of other underground services which may affect their work, ensuring that the service providers workmen are correctly inducted on site and maintaining a competent supervisory presence whilst relocating work takes place.

PSA 8.5.5 Engineer's cellular phone costs Unit: Provisional Sum

The provisional sum is to cover the costs payable by the contractor, to the Engineer's cellular network provider, for the engineer's cellular use during the contract.

PSA 8.5.6 Overhead charges, profit, etc on item PSA 8.5.5 Unit: %

The percentage tendered shall cover the costs of the contractor settling the engineer's monthly cellular bill with the cellular network, in full and timeously as required by the terms and conditions of the cellular contract.

"PSA 8.5.7* Community Liaison Officer (CLO) remuneration

Unit: Provisional Sum

The provisional sum is to cover the cost of the CLO's monthly salary for the duration of the contract.

"PSA 8.5.8* Overhead charges, profit, etc on item PSA 8.5.7 Unit: %

The percentage tendered shall cover the office administration of the CLO's employment contract as well as on site management of the CLO, for the duration of the contract.

"PSA 8.5.9* Contract Manager Unit:

per

month

The contractor shall employ a construction manager who will manage the EME's and report on progress at the contract site meetings. Such Construction Manager must be adequately experienced with EME work and the development thereof and will be subject to the approval of the Employer.

The construction manager shall be responsible for management of the EME subcontractors and as such shall not be the site agent,

The assistance rendered by the Construction Manager, shall *inter alia*:

- a) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME,
- b) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the EME.
- c) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
- d) Be given in a manner which does not unfairly prejudice or favour any particular EME.

The Construction Manager will work with and manage the EME Subcontractors throughout their involvement on the contract but may only be on site during times when EME subcontractors are performing work. During the time that EME subcontractors are performing work, the EME Construction Manager shall be available on site during normal working hours.

P&G FOR EME's

"PSA 8.5.10* EME Subcontract Works (Description) Unit: Provisional Sum

Provisional sums have been allowed for reserved work packages for work awarded to subcontractors selected in consultation with the Employer in accordance with Clause C3.3.2. The sum paid shall be as certified by the Engineer for work completed by the EME Sub-Contractor(s).

"PSA 8.5.11* Overhead charges, etc on item PSA 8.5.10 Unit: %

The percentage tendered shall cover all costs including but not limited to management, administration, overheads, finance costs, risk and profit on the value of the work awarded for EME subcontract packages under PSA 8.5.10

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

The tendered sum 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, as described in PS 8.7 of Portion 1 of the Project Specifications. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

“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 as bound in this document. This sum 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* Training/Mentoring of the Emerging Contractors with regards to the pricing of the works...
Unit: sum

The Contractor shall Mentor/Train the EMEs on the pricing of the works, the training mentoring shall include but not be limited to, calculating material, labour and plant costs as well as profits. This sum will be paid to the contractor on submission of all the priced Bill of Quantities from the EMEs as well written confirmation by the EMEs that they have been Trained/Mentored in the Pricing of the Works.

“PSA 8.12* Training of the Emerging Contractors with regards to Unit: sum

This sum will be paid to the contractor on written confirmation by the EMEs that they have received such training.

Add the following payment items:

- (a) Accredited training by the Department of Labour or other service providers Prov. sum
- (b) Handling costs and charges for the contractor Percentage (%)

The contractor will liaise with the Engineer and the Community Liaison Officer (CLO) for the training requirements of targeted labour local labour (includes local labour used by EME's if applicable) and arrange for formal training with the local Department of Labour, or other accredited training service providers.

“PSA 8.13* Training of the Emerging Contractors with regards to Health and Safety... .. Unit: sum

The Contractor shall Mentor/Train the EMEs to Health and Safety. This sum will be paid to the contractor on approval of all of the EMEs Health and Safety files as well written confirmation by the EMEs that they have been Trained in the Health and Safety.

“PSA 8.14* Assist Emerging Contractor with upgrading of CIDB registration..... Unit: N/A

This sum will be paid to the contractor once all of the EME that would like to upgrade their CIDB rating have done so.

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 Disposal of Material

Delete the first two sentences of this clause and replace with:

"Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at the local tip site or alternate approved tip site. The tendered rate shall also cover the cost of loading, transporting rubble and car wrecks encountered in the road reserves or along the line of the pipe.

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

PSC 5.5 Clearing of Vegetation

Add the following:

"Except if otherwise agreed, where areas have to be recleared on the written instruction of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that reclearing may become necessary."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2.1 Clear and grub.....Unit : m/ha

Delete "(Except where 8.2.9 is applicable)" in the seventh line of this subclause.

Add after "transporting" in the seventh line:

"to the Mnquma Municipality tip site or alternate approved site"

PSC 8.2.2 Remove and grub large trees and tree stumps of girth.....Unit : No

Add the following:

"Notwithstanding the contents of this clause it must be noted that only the tree stumps remain, and the Contractor shall note this when pricing this item."

"PSC 8.2.11* Remove and dispose of existing kerbing and concrete channelling.....Unit : m"

The sum tendered shall cover the provision of all labour and equipment to remove and dispose of existing kerbing and concrete channelling, regardless of volume, at the designated tip site.

"PSC 8.2.12* Saw-cut asphalt surfacing.....Unit : m"

The sum tendered shall cover the provision of all labour and equipment to saw-cut asphalt surfacing.

"PSC 8.2.13* Remove and dispose of asphalt surfacing.....Unit : m2"

The sum tendered shall cover the provision of all labour and equipment to remove and dispose of asphalt surfacing (saw-cutting will be compensated for under item PSC 8.2.12).

PSD EARTHWORKS

PSD 3 MATERIALS

PSD 3.1 Classification For Excavation Purposes

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

PSD 3.1.1 Method of Classifying

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 Engineer or his Representative will decide on the classification of 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

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 unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- 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 5.2.1.2 Conservation Of Topsoil

Add the following to Clause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.1 Classification of Excavation

Clause PSDB 3.1 will apply for this clause.

PSDM 5 CONSTRUCTION

PSDM 5.2.3.3 Treatment of Road Bed

(a) Preparation and Compaction of Road Bed

Add the following:

“Where road bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% Mod. AASHTO density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent S.S.G. or subbase layer, as the case may be. To this end the Engineer may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.”

PSDM 5.2.9 Trimming and Grading of Verges

(New Clause)

During the initial earthworks, the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticulturally inferior materials from trench excavations, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted or where the Engineer deems it necessary to spread topsoil, he may instruct the Contractor at the stage of the major earthworks operation to work to levels altered from those shown on the drawings.

Topsoil may be provided from stockpiles on site in which case the Contractor shall load, transport and spread as ordered by the Engineer. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Engineer beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Engineer.

PSDM 5.2.10 Dimension and Level Control and Process Control

(New Clause)

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

PSDM 5.2.11 Requesting of Tests

(New Clause)

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer.

PSDM 8 **MEASUREMENT AND PAYMENT**

PSDM8.3.4(a) Cut to Fill, Borrow to Fill

Add to Clause 8.3.4(1) the following:

“Where fill material is borrowed from trench excavations the rate shall include the selection from the sides of trenches, transporting, if necessary, stockpiling, preparing, processing, shaping (including forming side channels and benching if applicable), watering, mixing, compacting to the densities specified and finishing the slopes of fills.”

PSDM 8.3.13 Surface Finishes

Add to Clause 8.3.13 the following Clause (c):

“The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under the appropriate excavation item.

Only the following verge item will be measured and paid for separately.

The unit of measurement for trimming and grading of verges shall be per square metre.

The rate tendered for the above item shall include for all things necessary to complete the work as specified.”

PSDM 8.3.17 Construct Selected Layers using Imported Material Compacted to 93% Mod. AASHTO

(New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SABS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

PSGA CONCRETE (SMALL WORKS)

PSGA 3 MATERIALS

PSGA 3.2.1 Applicable specifications

Add the following to this subclause:

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

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

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply, and the Engineer will confirm the relevant new name from the table below:

Cement Grade	Cement Type	Approximate old product name	Holcim	New Blue Circle	New NPC	New PPC	New Slag-cement
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC 15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All-purpose cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multipurpose cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

- Notes:
- * OPC cements previously performed approximately as CEM 1 32,5R products
 - ** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time
 - *** Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X”
 - **** Sure build cement will not be allowed to be used on this project.

“PSGA 3.8* Curing compound

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309-74.”

PSGA 4 PLANT

PSGA 4.2 Mixing Plant

Add the following:

“All site mixed concrete shall be mixed in a rotary type mixer and the minimum size of mixer that may be used shall have the capacity to mix a batch comprising one standard 50kg bag of cement.”

PSGA 4.4.2 Finish

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

PSGA 5 CONSTRUCTION

PSGA 5.4.1.5 Strength concrete

Add the following:

“The Contractor shall, when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out. Reliable test records of concrete made from the same materials and mix proportions will, without prejudicing the requirements of this subclause, be accepted as a basis for approving a mix design.”

PSGA 5.4.2 Batching

Notwithstanding the requirements of this subclause, the method of batching shall be subject to approval. If volume batching is allowed only full standard 50kg bags of cement may be used to make up a batch.

PSGA 5.4.6 Compaction

Replace “or (if approved) ... forking” in the first sentence of subclause 5.4.6.3. with “using approved vibrators”.

PSGA 5.4.7 Curing and protection

Notwithstanding the provisions of this subclause, all cast in situ concrete shall, except where otherwise authorised, be cured in accordance with the requirements of subclause (c) using curing compound of the type specified in PSGA 3.8.

PSGA 5.4.8 Concrete surfaces

All unformed concrete surfaces shall, except where otherwise ordered, be given a wood float finish.

PSGA 7 TESTS

PSGA 7.1.2 Frequency and sampling

Notwithstanding the requirements of this subclause, the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the specification. The Engineer will only carry out such check testing as he requires.

PSGA 8 MEASUREMENT AND PAYMENT

PSGA 8.1.2 Reinforcement.....Unit : (t)

Replace the contents of this clause with the following:

“The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the drawings or as authorised by the Engineer.

The unit of measurement for welded steel fabric shall be the square metre of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps.

Clips, ties, separators, stools and other steel used for positioning reinforcement shall not be measured unless shown on the bending schedules.

The rate tendered shall cover the cost of the supply, delivery, cutting, bending, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste.”

PSGA 8.1.3 Concrete

Delete all references to “intermediate excavation” throughout this subclause.

Add after “testing” in the second line of subclause 8.1.3.3(a) “including transport to an approved laboratory”.

PSM ROADS (GENERAL)

PSM 6 TOLERANCES

PSM.6.4 Level Control of Road Layers

(New Clause)

The Contractor shall submit at the time of requesting acceptance of a road layer a record of the surface levels of that section, taken at metreage intervals to coincide with the level pegs. A sample form is obtainable from the Engineer.

PSM 7 TESTING

PSM 7.1 General

Add: “The random sampling method of TMH 5, for the spotting of positions, for field density testing will not necessarily be applied by the Engineer’s Representative. Density testing shall be carried out where, in his opinion, the density of the compacted layer is suspect. The Contractor shall present the full width of the layer, between the stated linear stake values, for acceptance. Only in exceptional cases will partial widths of layer be accepted for testing.”

PSM 7.3 Routine Inspection and Testing

Add to Clause 7.3.2: “The request for acceptance of a layer shall be submitted in writing, specifying the exact location of the section and type of layer. On receipt of all these details the Engineer’s Representative will arrange for the necessary inspections and tests to satisfy himself that the road layer complies. Testing will be carried out as expeditiously as possible, and the results will be available within 48 hours of receipt of test request. The Contractor shall backfill the test holes left in the layer with a similar material to that of the layer tested and compact the material to a similar density. Concrete shall not be used.”

PSM 8 MEASUREMENT AND PAYMENT

PSM 8.2 Inspection and Testing of a Road Layer

(New Clause)

The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.

PSME SUBBASE

PSME 3 MATERIALS

PSME 3.2.1 Subbase Material

With reference to Clause d(ii) and d(iii), the regional factor for the Metropole shall be taken as 0,6.

PSME 5 CONSTRUCTION

PSME 5.4.1 Placing

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

PSME 6 TOLERANCES

PSME 6.1 Dimensions, Levels, etc.

PSME 6.1.1 General

Add the following to Clause 6.1.1:

“For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SABS 1200 MF Clauses 6.1.2 to 6.1.6 inclusive.”

PSMJ SEGMENTED PAVING

PSMJ 5 CONSTRUCTION

PSMJ 5.1 Preparation

Notwithstanding the provision of this subclause, the construction of the earthworks and controlled layers shall be completed in accordance with the applicable requirements of SABS 1200 DM, and any amendments thereto, as well as the details shown on the drawings.

PSMJ 5.4 Laying of units

Notwithstanding the provisions of this subclause, filler units shall be cut such that they are closer fitting. No chopping or breaking of the units will be permitted.

PSMJ 5.5 Filling gaps in unit pattern

Delete the contents of this subclause. Subclause 5.4 and PSMJ 5.4 shall apply.

PSMJ 8 MEASUREMENT AND PAYMENT

PSMJ 8.2.2 Construction of paving complete

Add the following:

Jointing sand applied to type S-A concrete interlocking powers shall have 2,5% cement stabilising and the rate tendered shall include all costs associated with the addition of this stabilising agent.

PSMJ 8.2.3 Cutting units to fit edge restraints

Delete the work “raking” in the first sentence of this subclause.

Add the following:

“The cutting of units to suit radii > 1,0m shall be classified as straight cutting”.

PSA 9 **PROVISION FOR THE COMPLIANCE OF COVID-19 REGULATIONS** Unit: N/A

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the Project Health and Safety Specification for the Risk-Adjusted Strategy Level 3 of Covid-19 at all times. The successful tenderer shall provide the Engineer with a complete breakdown of each tendered sum, if so required.

The Contractor shall note that all obligations contained in the Specification shall be included in this item. No additional claims will be considered; neither will an extension of time be considered for delays due to non-compliance with the Covid-19 Specification.

The sums will be paid to the Contractor in equal monthly amounts.

C3.5 : MANAGEMENT

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

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	To be agreed on site.
4.2.1	To be agreed on site.
4.2.2	The Civil engineer is TBA
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's programme.
4.3	<p>The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.</p> <p>The programme 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 programme is based should be separately submitted to the engineer 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 programme. • Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.

SANS 1921-1: General engineering and construction works

Clause No	Specification data
	<ul style="list-style-type: none">• Together with the programme as detailed above the contractor shall submit to the engineer 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 programme 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 programme shall be submitted to the Engineer at least two days prior to the monthly meetings.• If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme 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 programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.• The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to the applicable clauses of the General Conditions of Contract when drawing up his programme.• The planning, program and method statements are to comply with the following:<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> <p>All finishes including but not limited to paving, grassing, brickwork and concrete work.</p> <p>.....</p>

SANS 1921-1: General engineering and construction works	
Clause No	Specification data

4.12.2	<p>The fabrication drawings which the contractor is to provide and deliver to the client are:</p> <p>Fencing and any other fabricated product.</p> <p>.....</p>
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities:</p> <ul style="list-style-type: none"> • Site office complete with desk, chairs, cabinets and plan layout table. Such an office shall be minimum 12m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing • Site meeting room complete with conference table and 10 chairs. Such an office shall be minimum 20m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing. • Lighting and power points in above rooms • Telecommunications and fax facilities • Ablution facilities as per H&S Requirements
4.14.6	<p>The requirements for the provision and erection of sign boards are:</p> <p>Standard site information board and all regulatory signage.</p> <p>.....</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Approval from Employer and/or Employers Agent before proceeding.</p> <p>.....</p>
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	<p>The requirements for the detection apparatus are:</p> <p>To be confirmed by the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>.....</p>
4.18	<p>The additional health and safety requirements are:</p> <p>All as per Health And Safety requirements as part of this document.</p> <p>.....</p> <p>.....</p>

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.22	<p>The works to be undertaken by nominated and selected subcontractors comprise:</p> <p>As described in this document and as per agreement with the Employer and/or Employers Agent on site.</p> <p>.....</p>
Variations:	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
4.2.4	The time frame for acceptance is 10 working days
Additional clauses:	
4.1.1 p)	<p>Add this new clause:</p> <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 Councillor.</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 engineer. • Become involved in the daily operations of the contractor or interfere with the contract works.

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<p>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.”</p>

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 culverts
4.6.1	The length of half-width roads under construction shall not exceed 4m km
4.6.3	The length of road shall be limited to 4 km
4.10.1	<p>When required, 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. • Statuary 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 engineer 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 engineer for approval prior to construction.”</p>

SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.2.1	The responsibility strategy assigned to the steelwork contractor for the work is: specify A, B or C.
4.2.2	The Civil engineer is TBA
4.3.2.1	The site will be ready for work to commence on: As discussed and agreed with the Employer and/or Employers Agent on site.
4.3.2.1	<p>The requirements for sequencing of the works are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>The times for completing of the sections are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>The procedures to be followed are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>Matters that affect the program are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p>
4.3.3.2	The contractor is required to provide the steelwork structural engineer with a detailed method statement for the erection of each structure at least 2 weeks before construction commences.
4.4.2.4	<p>The contractor is required to provide the following facilities for test purposes:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>.....</p>
4.4.3.4	<p>The following items and procedures need to be tested / certified by a recognized body:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p>

SANS 1921-3 Structural steelwork	
Clause No	Specification data

4.5.1.1	<p>Information, drawings and calculations provided to the steelwork contractor will be provided in the following format:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>and on the following media:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p>
4.5.1.2	<p>The contractor is to provide information in the following format:</p> <p>Drawings in AutoCAD .dwg format</p> <p>Programmes in Microsoft Project format</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Data will be supplied on paper and on DVD / CD media.</p>
4.5.3.1 or 4.5.3.2	Drawings and other information are to be submitted in accordance with the steelwork contractor's accepted programme.
4.5.3.4	<p>The contractor is required to submit the following additional information with general arrangement drawings to the employer for approval:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p>
4.5.3.6	The contractor is required to submit "as erected " drawings.
4.7.6	<p>The contractor is required to make his own arrangements for the provision of the following services:</p> <p>Water As per agreement with the main contractor.</p> <p>Electricity As per agreement with the main contractor</p> <p>Sanitary services As per agreement with the main contractor</p> <p>.....</p>

SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.7.9	<p>The requirements for the provision and erection of sign boards are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p>
4.10.2	<p>The requirements for the protection, termination, diversion or maintenance of existing services are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p>
4.10.4	<p>Services which are known to exist on site are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p>
4.11.1	<p>The specific health and safety requirements are:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p>
4.11.3	<p>The contractor is required to submit a report on the assessment and management of risk.</p>
4.11.4	<p>The contractor is required to enclose the steelwork for the protection of the public and others.</p>
Variations:	
Additional clauses:	

SANS 1921-4: Third –party management support in works contracts	
Clause No	Specification Data
5.1.1(b)	The construction manager is required to arrange for the supply of mechanical equipment and the supply and delivery of materials to site
5.1.1(i)	<p>The construction manager is required to provide the following site facilities:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>.....</p> <p>.....</p>
5.1.1(b)	<p>The employer's policy pertaining to conditions of employment is as follows:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
5.1.1(h)	<p>The following name boards are required:</p> <p>As discussed and agreed with the Employer and/or Employers Agent on site.</p> <p>.....</p> <p>.....</p> <p>.....</p>
Variations:	
Additional clauses:	

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.
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)	A qualified service provider is a service provider that is accredited by The NMBM Health and Social Development and appears on the list of recognized service providers Of the NMBM Health and Social Development.			
	The contact particulars of qualified service providers are as follows:			
	Name	Tel	Fax	e-mail
	N/A			
4.2.1 (a)	Apart for the initial programme, the HIV / AIDS awareness programme is to be repeated at 4-month intervals throughout the duration of the contract			
Variations:				
Additional clauses:				

MANAGEMENT OF THE WORKS

Applicable SANS Standards

The following SANS Standardized Specifications for Civil Engineering Construction Contracts are applicable:

i. SANS 1200 A:

General

ii. SANS 1200 AB:

Engineer's Office

iii. SANS 1200 LG :

Pipe Jacking

The provisions of SANS 1200 A and SANS 1200 AB take precedent over the provision of any part of SANS 2001 that is applicable to the Contract. The variations and additions to these specifications are described in Section C3.4.

Further to the above, the SANS 1200 Standardized specifications listed in C3.4 are applicable.

Particular or Generic Specifications

Refer to Clause C3.4.1

Planning, Programming and Cash Flow

Programming and Cash Flow

Clause 5.6 of the General Conditions of Contract (GCC 2010) requires the Contractor to submit a programme for the execution of the works. The programme shall be presented in the form of a Gantt Chart.

In addition to the requirements of Clause 5.6, the format and information shown shall comply with the following:

- The various stages of work planned to be completed per month in sufficient detail to be able to assess construction progress,
- Sequence of work,
- Resources intended to be utilized,
- The interdependence between resources and sequence of work,
- Clear indication of the critical path activities and their dependencies,
- Key dates in respect of information to be provided by the Employers Agent and/or others,
- Labour resources schedule which must distinguish between the Contractors permanent labour and the temporary employed labour from the local ward,
- The lead time for training of labour from the local ward.

If any change to the critical path occurs, the Contractor shall as soon as be practicable notify the Employers Agent in writing.

When drawing up the programme the Contractor shall, among other issues, take into consideration and make allowance for:

- Expected weather conditions and their effects,
- Known physical conditions or artificial obstructions,
- Searching for, dealing with and carrying out alterations to the existing services,
- The procurement process of EME's in accordance with section C3.3,

- The provision and implementation of the Environmental Management Plan (EMP) in terms of the Environmental Management Specification and Environmental Impact Assessment (EIA) conditions,
- The restrictions on the length of trench open at any one time as specified,
- The accommodation and safeguarding of public access and traffic,
- The lead time required for compliance with the Site-Specific Health and Safety Specification and Site-Specific Baseline Risk Assessment (annexure C & D respectively),
- Provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- Election day,
- Official builders break,
- Special non-working days, and
- Non-working days.

Failure to produce a detailed programme may prejudice the Contractor in any claim for an extension of time.

Failure to comply with these requirements will entitle the Employers Agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Employers Agent Inspection and Approval of the Works

The Contractor shall allow reasonable time in his programme for the Employer and/or Employers Agent to carry out examination of the work before covering up. Requests for inspections should be made in writing to the Employer and/or Employers Agent at least 24 hours before such inspections are required. Requests for inspections should coincide with the Employer and/or Employers Agent Representative daily site visit.

If the Employer and/or Employers Agent attends with the purpose of examining any part or materials of the works at the date and time agreed on with the Contractor and it is found that the works or materials are not ready for inspection, the Contractor shall be responsible for the cost of that visit by the Engineer.

The Employer and/or Employers Agent will visit the site approximately daily for the purpose of supervision of the Contract and inspection and approval of completed work. The Contractor shall therefore arrange his working programme in such a way that all work is inspected and approved at the required time. Under no circumstances shall he proceed with any activity that covers up previous work before the previous work has been approved in writing (e.g. no trench shall be backfilled until the laid pipes and bedding have been inspected and approved).

C3.5.2.4.1 Review of Progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme by more than two (2) weeks, he shall submit a revised programme and method statement of how he proposes making up lost time. If, in the opinion of the Employers Agent, such revised programme will not make up lost time, the Employers Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payments to meet any cost incurred due to such reorganization will not be accepted.

The Contractor is required together with his monthly updated programme to submit a cash flow indicating the anticipated total and monthly expenditure value for the contract at the monthly site/progress meetings.

With reference to paragraph 56 of the Contract Data the programme and cash flow will be reviewed at the monthly site meetings at which time the contractor shall provide sufficient detail that will allow a comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to

implement in order to remedy any activity that has fallen behind. The Employer and/or Employers Agent may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the demand.

SEQUENCE OF THE WORKS

The Contractor may elect to undertake the work in any sequence he chooses, unless prior arrangements are made between the Employer, Employer's Agent and the Contractor.

The Contractor shall submit to the Employers Agent for approval at the start of the contract a detailed plan of action that set out the sequence of construction of the works. The approved plan of action shall be amended in consultation with the Employers Agent.

SOFTWARE APPLICATION FOR PROGRAMMING

Microsoft Project format.

METHODS AND PROCEDURES

C3.5.6.1 Safeguarding & protection of excavations

Portions of the work will be carried out within residential areas. Excavations will be barricaded off, at all times, with clearly visible protection measures. Where deep excavations exist, the barricading shall be adequate to prevent accidental entry.

C3.5.6.3 Disposal of excess material

Two designated spoil sites may be used for this Contract, namely Arlington and Koedoeskloof. Disposal slips as proof of disposal will be provided to the Employers Agent as part of Environmental Management, monitoring and compliance.

C3.5.6.4 Giving notice of work to be covered up

The Contractor shall give the Employers Agent reasonable time to accommodate examinations in his programme, in which case times for inspection can be agreed on. Requests for examination of work shall be made in the site request book at least 24 hours before the examination is required.

C3.5.6.5 Cost of test specimens and tests

The Contractor must make allowance in his Tender for all such services and tests required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Employers Agent or his representative that the works and compaction where prescribed, comply with the specification.

C3.5.6.6 Progress Photographs

The Contractor shall set up a system of taking digital photographs on site on a weekly basis to monitor the progress of works. This digital photography shall be labelled with the date, location and description of the photograph and a copy handed to the Employers Agent on a CD or other storage medium on a weekly basis for safe storage. The format shall be JPG, BMP or any other common format.

C3.5.6.7 Materials handling, use and storage

All materials shall be stored in the designated Contractor's camp area or as indicated by the Employers Agent. Any material to be stored and handled must be done in such a way as not to endanger any person on site or cause damage to the environment. The Contractor shall also ensure that all suppliers or delivery vehicles abide by all restrictions and procedures (speed limits, dust control, "no-go areas" etc.).

QUALITY PLANS AND CONTROL

Quality Control Plans, methods and testing shall be as specified in the contract.

ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

If the Contractor use existing roads for the hauling of materials to or from site, he shall 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 is to be executed close to existing residential properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS

Practical completion of the works will only be considered once the connections to the existing mains are completed and all lines and manhole structures are completed, tested and approved.

FORMAT OF COMMUNICATION

Throughout the construction period, the Contractor shall supply and maintain the following documentation that shall be kept on site, accessible to both the Contractor and the Employers Agent or representative at all times:

a) Site Request / Instruction book:

For the Contractor to provide the Employers Agent or Representative with information required, for giving notification in writing of inspections, drawings, etc., required by the Contractor, and for use by the Employers Agent or Representative for the purpose of writing day-to-day instructions or confirming verbal information or instructions given to the Contractor.

b) Health and Safety File

Containing the site and safety hierarchy, contact details, safety plan, audits, safety equipment, safety training, injuries log, inspections and all other relevant safety data

c) Quality Control File

Containing Quality Assurance and Quality Control Forms to be operated and maintained by the Contractor.

d) Measurement File

Containing records of work measurement and calculations

e) Daily Register

Listing labour and plant status. A complete record of staff employed on the Contract is to be kept on site for use by the Employers Agent.

f) Daily Contract Diary

For recording the work carried out on site each day – shall reference the specific area of work and shall be signed by the Construction Manager and the Employers Agents Representative.

g) Monthly Labour Return Schedule

h) One full set of contract drawings and contract documents.

i) Construction Programme

The site diary shall record the following:

- Progress of works
- Contractors and subcontractors personnel on site
- Delays, possible delays and inclement weather
- Delivery of materials to site
- Plant and equipment on site

All communications regarding the contract shall be channelled through the Employers Agent and/or his authorised representative.

A site book in triplicate will be provided by the Contractor in which relevant matters shall be recorded and signed by the Employers Agent and the Construction Manager.

All communication shall be noted and recorded in the minutes of the monthly progress meetings.

WEATHER CONDITIONS

Recording of weather

The Contractor shall provide and erect a rain gauge on site. All rainfall and other adverse weather conditions affecting the contractual time for completion in terms of Clause 5.5 of GCC 2015 shall be recorded in the site diary.

The site diary shall be handed to the Employers Agent Representative for his signature no later than 7 days after rain that is considered to justify an extension of time that may occur.

Extension of Time Resulting from Abnormal Rainfall

Extension of time will not be considered for normal rainfall but only abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed- as given in the Contract Data.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Employers Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on normal working days will be considered.
 - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule as found in the Contract Data..
 - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number of days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

KEY PERSONNEL AND SUPERVISION

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employers Agent before commencement of works.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2.8 : Organogram and T2.2.9 : Key Personnel as listed in paragraph 41s) of the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employers Agent for approval.

NORMAL WORKING HOURS

Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Roadmaking Industries as applicable to a 5 (five) day week, Monday's to Friday's.

MANAGEMENT MEETING

The Employers Agent, Contractors designated representative(s), Employer and other Agents/Consultants/Subcontractors as required shall hold meetings related to the progress of the works, technical issues, quality, health and safety and environmental compliance and subcontractor co-ordination matters at regular intervals not exceeding 4 weeks, or at such other times may be necessary. The representatives of the Employers Agent, Contractor and Employer and their delegated authority will be confirmed at the Inaugural Site meeting.

The Contractor shall attend all progress/site meetings and ensure that all persons under his jurisdiction are notified timeously of all progress/site meetings should their attendance be required. All persons attending progress/site meetings are to have the necessary delegated authority in respect of aspects such as planning, change managements, health and safety and environmental.

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.

The Contractors tax invoice shall contain the following information as a minimum:

- Contract number and description
- Date of invoice
- Invoice number
- Clearly stipulate the words "Tax Invoice"
- Be addressed to the MBDA
- Contain the details of the MBDA
- Contain the banking details, Vat number, Company Registration numbers
- Contain the logo of the contractor or contractors in the case of a joint venture

BONDS AND GUARANTEES

The Contractor shall deliver to the Employer the original fixed performance guarantee before commencement of works. The guarantee shall be held by the Employer for safekeeping until completion of the work.

No bonds are accepted.

Payment Certificates

Payment certificates are to be agreed upon by the Construction Manager and Employers Agent Representative and signed by them and submitted to the Employers Agent by the 21st day of each month.

Payment certificates shall be submitted in the form of the Bill of Quantities. Columns shall be provided showing the previous quantity, current quantity and total quantity claimed under each item. Calculations to substantiate the quantities claimed must be submitted with each monthly claim. A declaration of ownership of unused materials must be submitted together with any claim

made for payment of unused materials on site. No payment for materials on site will be made without such a declaration. A pro forma declaration of ownership is included in this document.

Payment certificates are to be agreed upon by the Construction Manager and Employers Agent Representative. Once agreed, the Contractor is to submit a signed payment certificate to the Employers Agent for certification including a signed tax invoice addressed to the MBDA.

INSURANCE PROVIDED BY THE EMPLOYER

Copies of the insurance may be obtained from the Employer, if required. Refer to the Contract Data for full details of the insurance provided by the Employer.

NEATNESS OF THE SITE

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Employers Agent shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the area(s) concerned.

The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employers Agent.

MAINTENANCE OF ACCESS AND STREETS

The operation of construction vehicles on existing roads or streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

All access roads used by the Contractor shall be maintained for the duration of the contract and shall be rehabilitated to their original condition on completion of the contract. The Contractor must note that no additional payment will be made for construction, maintenance and rehabilitation of any access roads to the site.

PROTECTING THE SITE

The Contractor shall be solely responsible for the protection of the Site against all damage to property, services, terrain, trees etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employers Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employers Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employers Agent shall establish the extent of the work as well as its costs. The Employers Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the container area.

Protection of the Works against Flooding

The Contractor shall provide sumps, pumps, furrows, berms and/or coffer dams to divert water flow away from construction activities; and any other temporary measure/works as may be necessary to minimise damage, inconvenience or interference, for 24 hours a day 7 days a week throughout the period of construction, to adequately protect the works from flooding and damage.

The Contractors programme must include and item and information regarding the dealing with water.

Landowners

The Contractor is to ensure that all landowners are notified 1 month prior to construction commencing in their properties. The Contractor shall submit copies of the notification to the Employers Agent.

The Contractor is to minimise disruption and ensure access and security for the landowners are maintained at all times. The following measures are to be adhered to for the duration of the contract:

- The construction of activities should proceed as discussed with the landowner and Employers Representative
- Landowner to have access to his property at all times
- Temporary fences to be installed as required by the Contractor without limiting access to the landowner
- Tidying up, removing temporary fencing, reinstating existing fencing and opening the existing access to be performed before completion of the contract

Forms for contract administration

Pro forma approval forms to be used on this contract shall be provided by the Employers Agent at the inaugural meeting.

Forms for reporting on employment of local labour (EPWP) are attached as annexure E to this document. These reports shall be submitted monthly to the Employers Agent in accordance with the stipulated requirements.

Proof of Compliance with the Law

Refer to clause 4.3.1 (paragraph 13) of the Contract Data.

C3.6 : HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C3.6.1 Health and safety requirements and procedures

- a) 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 sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated 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 Employers 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 Employers Agent, of such investigation, complaint or criminal charge.
 - (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Government Gazette No. 10113, 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 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1)(b) 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 prior to work 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 or regulations.
 - (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 Employers 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 the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 5(1)(b) of the Construction Regulations, 2014, Site Specific Baseline Risk Assessment respectively.

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.

As per Clause 5(1)(a)(b) of the 2014 Construction Regulations a Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment.

Furthermore, any reference to the "Machinery and Occupational Safety Act" in any specification shall be replaced with reference to the "Occupational Health and Safety Act, 1993."

C3.6.2 General Safety

The Contractor Shall be the responsible party on site to ensure that the provisions of the Occupational health and Safety Act No. 85 of 1993 and the Construction Regulations (2014) are strictly adhered to and administered for the duration of the contract (i.e. until the completion certificate is issued). The Mandela Bay Development Agency will not be held liable for safety on site.

C3.6.3 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or any municipal staff working on, or visiting the site.

As the site is a Wastewater Treatment Works staffed by municipal employees 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. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

C3.6.3 Barricades and lighting

The construction site must be secured and it is the responsibility of the Contractor to ensure the safety of his staff and all staff working on or visitors to the site in accordance with the Occupation Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment.

C3.6.4 Traffic control on roads

The Contractor has to erect and maintain road signs for the duration of the contract to warn both public and motorists about construction activities taking place.

If the Employers Agent deems the road where the Contractor is working busy, the Contractor shall provide an alternative route for both public and motorists.

C3.6.5 Measures against disease and epidemics

The Contractor has to take cognisance of the prevalence of STD's, TB and waterborne diseases. The Contractor must ensure the safety of his workers and surrounding community against the spread of these diseases.

Refer to the Occupational Health and Safety Act no. 85 of 1993 and Construction Regulations 2014 for sanitary and hygiene requirements.

Where applicable (e.g. such as work being conducted at Wastewater Treatment Works hepatitis A and B vaccinations are required) the contractor shall ensure that all employees (permanent and temporary) receive the necessary vaccinations required.

C3.6.4 HIV/AIDS Awareness

The following are the minimum requirements to be provided by the Contractor:

- Monthly talks on HIV and AIDS
- Provision of condoms
- Voluntary counselling and testing (VCT's)
- Company policy on HIV/AIDS.

For further information refer to the following documents:

- Occupation Health and Safety Act, Act 85 of 1993
- Construction Regulations, 2014

C3.2: ANNEXURES

1. MBDA: General Health and Safety Specification
2. Drawings
3. Gabions
4. Location 1
5. Location 2