

HESSEQUA MUNICIPALITY

HES-TECH 26/2627: UPGRADING OF ROADS AND STORMWATER IN STATION STREET, ALBERTINIA (2026/2027)

PART C3: SCOPE OF WORKS

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PART C3.1: CONTRACT DATA (SPECIAL CONDITIONS OF CONTRACT)

C3.1 Contract Data (Special Conditions of Contract)

1. Penalties for late completion will be R2 500.00 per day.
2. Price (s) quoted must be valid for least fifty-six (56) days from the date of your offer and be according to specification.
3. PRICE(S) QUOTED MUST BE FIRM AND INCLUSIVE OF VAT (If VAT registered).
4. Company registration certificate showing percentage of shareholders e.g. CK1, CK2 etc must be attached.
5. Original or certified Tax Clearance Certificate that has not expired or pin must be attached.
6. Original or Certified copies and valid B-BBEE status level certificate substantiating the B-BBEE rating or original signed certified sworn affidavit must be attached.
7. The tender document must be signed in black ink and initialled on every page.
8. All MBD Forms must be completed and signed and initialled on every page.
9. MBD 4, 8 and 9 forms be completed, signed and initialized.
10. Central Database Registration Confirmation must be attached.
11. CSD Summary Report.
12. In case of Joint Venture a formal J/V contract agreement must be attached.
13. Any alterations on the proposals or the tender document must be initialized.
14. Municipal Rates and Taxes not later than 3 months or lease agreement in cases of leased property where lessor is responsible for payment of rates and taxes to the municipality must be attached.
15. The appointed Contractor must appoint local sub-contractor(s) who will take up to 10% of the project workload and project value (excl. VAT and before contingencies), unless otherwise agreed upon in the site handover meeting.
16. Once appointed, the Contractor(s) must submit a method statement and a plan detailing how 10% of the total project value (excluding VAT and contingencies) will be allocated to local economic development.
17. The Contractor must keep record of all PPE and wages paid to the local labourers and/or Sub-Contractors and must submit a full report on local job creation and local economic development (local suppliers used) on completion of the project.
18. Contractors must complete all work by or before 30 June 2027.

DECLARATION,

I, THE UNDERSIGNED (NAME)

CERTIFICATE THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

HESSEQUA MUNICIPALITY

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PART C3.2: DESCRIPTION OF WORKS

C3.2 DESCRIPTION OF WORKS

C3.2.1 Overview of the Works

C3.2.1.1 SPECIFICATIONS

SCOPE:

This project specification is intended to cover all three sections of the streets. It provides a general description of the project, the existing facilities available, and the requirements that must be met. The document also outlines any variations and additions to the standard or particular specifications applicable to the contract.

STATUS

In the event of any discrepancy between the project specifications and a part or parts of the SANS 1200 Standardized Specifications, the schedule of quantities or the drawings, the project specifications shall take precedence.

THE WORKS (Portion 1)

PS 1 GENERAL DESCRIPTION

The work to be carried out includes the construction and upgrading of road and stormwater infrastructure within the Hessequa Municipal area of the Western Cape Province.

PS 2 DESCRIPTION OF SITE AND ACCESS

The sites are located in Albertinia, a town situated adjacent to the National Route 2 (N2), approximately 340 km east of Cape Town in the Western Cape Province of South Africa.

Main Road 338 links the centre of the town of Albertinia with Nation Route (N2). At approximately SV 1.03 the road turns right into Main Street from where it continues for approximately 80m to the junction with Main Road 337.

Main Road 337 starts at the intersection with Main Road 338 (Mains Street) from where it leads to the municipal boundary at approximately SV 0.60. From the municipal boundary the road leads to the town of Herbertsdale approximately 50km to the northeast of Albertinia.

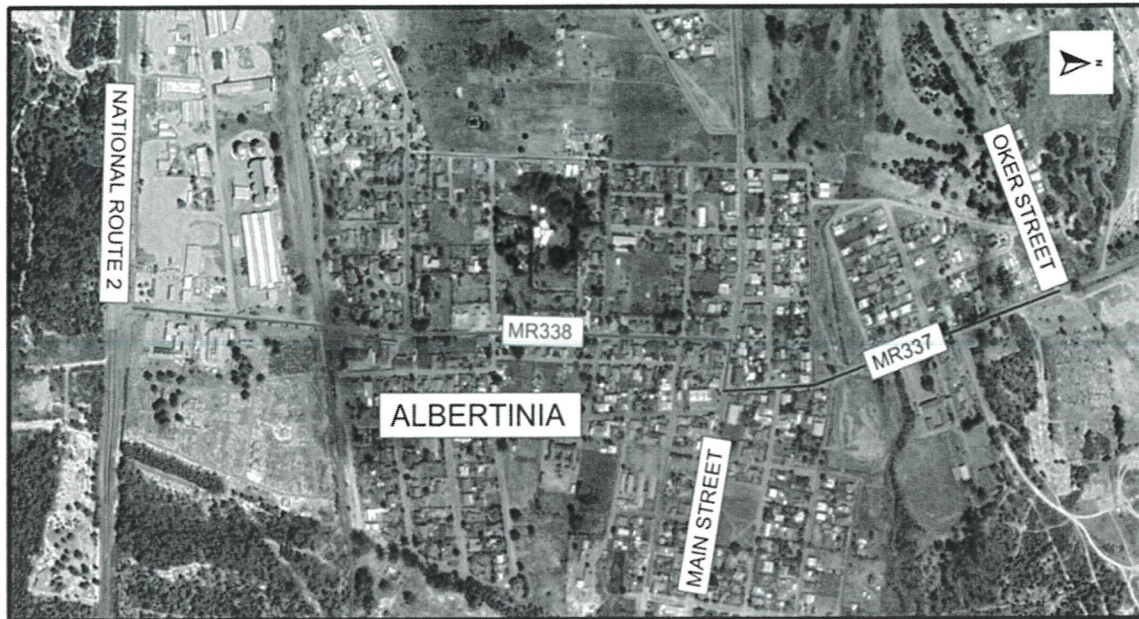


Figure 1: Location and Extent of Main Road 337 and Main Road 338

PS 3 **NATURE OF GROUND AND SUBSOIL CONDITIONS**

Geotechnical information will be for the following streets will be made available to the successful Bidder.

- **MR338: STATION STREET**
- **MR337: HORNE STREET**
- **MAIN STREET**

PS 4 **DETAILS OF CONTRACT**

The work to be carried out under this contract consists mainly of the following main items. Variations to the scope mentioned below will be applicable at the different streets (Refer to locality maps):

- Traffic Accommodation
- Identify and Protect Existing Services
- Setting Out the Works
- Remove to spoil the existing 190 mm thick concrete layer
- Box cut to spoil the existing surface and base material to a dept of 125 mm;
- In-situ cement stabilizes the existing subbase material to construct a new 150 mm thick C4 quality subbase layer;
- Construct a new 125 mm thick G2 quality base layer using material imported from commercial sources;
- Construct a 40 mm thick medium continuously graded asphalt surfacing layer.
- Removal of the existing stormwater structures in accordance with the Client's instructions
- Geotextile layer under the subbase. detail to be determine once the successful bidder is appointed
- The quantity of cement shall be based on a provisional cement content of 4% by mass of dry material. The final cement content shall be determined by laboratory mix design testing on the in-situ material and approved by the Client before commencing the work.
- Supply and installation of new kerbs and channels.

- Supply and installation of pipework.
- Detection and adjustment to existing services.
- Reinstatement of surfaces and existing infrastructure.
- Submit compaction test results for each layer for review and approval before placing the following layer.
- Submit as-builts on practical completion.
- Spend 10% of total project value (excl. VAT and before contingencies) on local economic development.
- Training and supervision of local labour.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the contractor under this contract. Approximate quantities of each type of work are given in the schedule of quantities.

PS 5 CONSTRUCTION PROGRAMME

The Contractor shall submit his programme of work to the Client no later than 14 days after the Contractor has been notified of the acceptance of his tender and only after discussions with the Client's Agent. The Contractor shall furthermore carefully consider the expected wet weather conditions during winter and plan the work and working methods to limit any possible standing time or delay. The Due Completion date and any "float" must be indicated by the Contractor on the programme. Should the Due Completion date not be indicated, the Due Completion date, in the opinion of the Client's Agent / Client, shall be accepted as correct and binding. If necessary, the Client may instruct the Contractor to adjust his programme to suit other activities.

The Contractor shall deliver the programme to the Client's Agent's offices and shall include:

- Soft copies in pdf format
- In electronic MS Project format

The programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities and value of work to be performed each week.

If, during the progress of the work, the quantities of work performed per week fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of being notified by the Client's Agent, submit a revised programme.

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 clause 1.1.1.14 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and equipment on site or using the available labour and equipment in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as provided in clause 9.2 of the General Conditions of Contract.

The approval by the Client of any programme shall have no contractual significance other than that the Client will be satisfied if 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 Client to instruct the contractor to vary the programme should circumstances make this necessary. The Contractor is also referred to clause PS 8 when drawing up his programme.

The tenderer must make provision in his programme and tendered rates for the following constraints in working hours and working methods: (This list is not exhaustive, and it is accepted that all other constraints were identified by the Contractor during the site inspection)

- All wayleaves must be obtained prior to construction.

The Contractor must submit on a monthly basis a progress report consisting of a short report on the progress, project constraint implications (Time, cost, quality, risks, resources, photos) and progress shall be indicated on the approved programme for each activity.

The progress report must be submitted 2 Days before site meetings and must accompany payment certificates to ensure the processing of payment.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 CAMP SITE

A specific site will be allocated to the Contractor for his construction camp and offices. The site to be used for this project is the Albertinia Water Treatment Works, unless otherwise instructed by the Client during site handover.

PS 6.2 WATER, ELECTRICITY AND SEWAGE

The contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

Water

All water usage must be metered and reported at site meetings. The water supply is not guaranteed and no claims regarding insufficient supply of water will be considered. The contractor shall be held liable for any wastage of water due to negligence. Water usage will be charged for at the standard applicable tariff.

Electricity

Electricity is available in the vicinity of the site, which the Contractor may use at his own discretion. The Contractor must make the temporary connection and install a meter at his own expense at a point approved by the Client. Electricity will be charged for at the standard applicable tariff.

The sufficiency or continuity of the electrical supply is not guaranteed under any circumstances and if the supply should fail or be insufficient the Contractor shall make his own arrangements to ensure sufficient supply. The Client will not be liable for any claims in this respect.

No separate payment will be made for the distribution and consumption of water and electricity, the cost of which will be deemed to be included in the tendered rates.

The Contractor must promptly provide the required services for the Client not later than 21 days after the commencement date of the contract. In failing to do so, the Client may arrange for these services directly. The cost of arranging, maintaining and providing of such facilities arranged by the Client due to failure by the Contractor will be deducted from payments due to the Contractor.

The contractor shall pay a spot fine of R750 per service per occasion for failing to meter electricity and water consumption. The spot fine will be enforced by the Client and will be deducted from payments due to the contractor. The fine is payable whether the contractor is obliged to pay for services or not.

Disposal of sewage

The Contractor shall at its own expense, be responsible for the safe and hygienic 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. 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 its obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

See subclause PSA 4.2 regarding the sewage requirements.

PS 7 SITE FACILITIES REQUIRED

PS 7.1 Facilities for the Client's Agent

N/A

PS 7.2 Site instruction book

A triplicate book to be used for site instructions must be provided by the contractor and shall at all times be kept on the site.

PS 7.1.3 Site Meeting Venue

The Contractor shall provide within its own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of TEN (10) persons at site meetings. The Client shall be allowed free use of such venue for the conducting of any other meetings concerning the Contract at all reasonable times.

PS 7.1.4 Equipment and Assistants

(a) Survey Equipment

The Contractor shall, in accordance with the requirements of SABS 1200AB provide the following survey equipment for the exclusive use of the Client and his staff:

- (i) 1 No. upright reading automatic level with tripod;**
- (ii) 1 No. metric levelling staff with protective cover bag;**
- (iii) 6 No. ranging rods;**
- (iv) 1 No. 100 meter "Stilon" tape measure;**
- (v) 1 No. $\pm$ 2 kg hammer; and**
- (vi) 1 No. 2 m DCP.**

Whenever reasonably required by the Client's Agent, the Contractor shall, in accordance with the requirements of SABS 1200AB, make available to the Client, the following additional survey equipment:

- (i) 1 No. Tacheometer (Theodolite) with tripod;**
- (ii) 1 No. survey staff for tachyometer;**
- (iii) 1 No. "Distomat", complete with tripod, fully charged battery and all appurtenant accessories.**

(b) *Survey Assistants*

The Contractor shall, in accordance with the requirements of Sub-clause 5.5 of SABS 1200AB, make available to the Client's Agent, TWO (2) survey assistants.

PS 8 FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 ACCESS TO PROPERTIES

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Contractor shall provide access to the public and to the property owners and maintain the necessary access for the duration of the contract.

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

The Contractor may, with the approval of the Client's Agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. The Client shall be informed of such arrangements prior to implementation and it shall be subject to the approval by the Client's Agent. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

Note: No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

The arrangements made between the affected parties and the Contractor shall be confirmed in writing by the Contractor and submitted to the Client for written approval by the Client's Agent.

PS 8.2 CONTRACTOR'S VEHICLES

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licenses.

PS 8.3 SITE MAINTENANCE

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Public roads affected by construction activities, shall be cleaned on a daily basis by means of suitable and appropriate techniques and equipment. Due care and preventative measures

must be taken by the Contractor to prevent material falling or accumulating on roads and any ingress of materials into the storm water system. No additional payment will be made for maintaining the roads and storm water system in a clean and acceptable condition. The Contractor shall be held liable for any costs incurred resulting from the Contractor not complying with this requirement and such costs shall be deducted from payments due to the Contractor.

PS 8.4 TESTING AND QUALITY CONTROL

PS 8.4.1 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 tests are specified in, or reasonably to be inferred from the Contract, as to be taken into consideration by the Client in deciding on whether the quality of materials utilised and workmanship achieved by the Contractor complies with the requirements of the specifications. The foregoing shall apply irrespective of whether the said testing is indicated in the specifications as to be carried out by the Client 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 and arranging the test results in an orderly manner and indicating on a drawing the various test positions. The Contractor shall promptly provide the Client with copies of the results of all such testing carried out by the independent laboratory.

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

PS 8.4.2 Additional testing required by the Client's Agent

In addition to the provisions of Sub-clause PS 8.4.1, the Client 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 Sub-clause PS 8.4.1, at such times and at such locations in the Works as the Client shall prescribe. The Contractor shall promptly and without delay, arrange with the independent laboratory for the carrying out of all such additional testing as required by the Client and copies of the test results shall be promptly provided to the Client in an acceptable format and the test positions shall be indicated by the Contractor on a drawing.

PS 8.4.3 Cost of Testing and record keeping

The Contractor shall record all test results in tabular form in Excel which shall include a unique reference number, description of test, requirements/specified minimum, actual test result, date of test, position of test and Fail/Pass. Should a test indicate a failure the table shall include a reference to a further test of the rework indicating an acceptable test result (Pass).

The Contractor shall in addition on a continuous basis update a separate set of as built drawing(s) with all the test results. An updated table and drawing must be submitted the Client on a monthly basis for approval. All actual test results shall also be submitted to the Client (apart from the copy forwarded on receipt from the laboratory) with the unique reference number marked on the top right corner.

(a) Tests in Terms of Sub-clause 8.4.1

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Sub-clause PS 8.4.1 above shall be born 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 Schedule of Quantities and which require testing in

terms of the specifications. No separate payments will be made by the Client to the Contractor in respect of any testing carried out in terms of Sub-clause PS 8.4.1.

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.

Should the Contractor fail to timeously arrange or undertake the required test or fail to timeously present the test results and drawing with test positions, the Client may proceed with arranging the testing and all costs related to the arrangement of the tests, the cost of testing and any other associated costs will be deducted from payments due to the Contractor.

(b) Additional Tests required by the Client's Agent

The costs of any additional tests required by the Client in terms of Sub-clause PS 8.4.2 shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Client's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved is not in accordance with the specifications, shall not be reimbursable to the Contractor.

PS 8.5 SUB-CONTRACTORS

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

The Client will not liaise directly with any subcontractors nor will they issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising out of the subcontract agreements shall be dealt with directly between the main Contractor and the subcontractors, and the Client will not become involved.

PS 8.6 EXISTING SERVICES

Before the Contractor commences operations, he must discuss with and have the approval of the Client, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Client, authority and the Client before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Client, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Client and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

PS 8.7 MONTHLY STATEMENTS 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 its own cost, strictly in accordance with the standard payment certificate format prescribed by the Client 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 sized paper copies of the statement. The Contractor must submit the payment certificate in Excel or Bill format as instructed by the Client's Agent. All supporting calculations of each quantity must be submitted with each payment certificate, sufficiently broken down into various portions of the work to enable the Client to verify the quantities.

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

The Contractor shall, at its own cost, make the said adjustments to the statement and return to the Client within THREE (3) normal working days from the date on which the Client communicated to the Contractor the adjustments which requires, FIVE (5) sets of A4-sized 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 Client the requisite copies of the adjusted statement for the purposes of the Client's Agent's payment certificate will be added to the times allowed in terms of Sub-clause 6.10.4 of the Conditions of Contract to the Client for submission to the Client and the Contractor of the signed payment certificate and to the period in which the Client is required to make payment to the Contractor.

PS 8.8 ACCESS TO AND CONSTRUCTION IN RESTRICTED AREAS

Working space and access to working areas are sometimes restricted. The construction method used in these restricted areas and accessing these areas largely depends on the Contractor's Equipment. 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 accessing and working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

PS 8.9 DRAWINGS

The reduced drawings that form part of the tender documents shall be used for tender purposes only.

The Contractor will be supplied with 3 sets of paper prints to scale of each of the drawings required for construction purposes. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

PS 8.9.1 Figured dimensions to be used

The Contractor shall use only the dimensions stated in figures on the drawings in setting out the Works and dimensions shall not be scaled from the Drawings, unless required by the Client's Agent. The Client will, on the request of the Contractor in accordance with the provisions of clause 5.9 of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

PS 8.9.2 Drawings and As-Built / Record Drawings

The Contractor shall ensure that accurate as-built records and drawings are kept of all infrastructure installed, crossed, discovered or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Levels of all services shall also be given. In addition the levels, coordinates, direction, size and type of existing services crossed or exposed must be recorded by the Contractor and be indicated on the as-built drawings. A marked-up set of drawings shall also be kept and updated by the Contractor on at least a weekly basis. This information shall be supplied to the Client on a regular basis in accordance with the Client's Agent's requirements. Electrical services shall be indicated in red, water pipes in blue, sewers in green, storm water services in brown, Telkom services in orange, etc.

Any information in the possession of the Contractor, which the Client requires to complete the record drawings shall be supplied to the Client before a Certificate of Practical Completion will be issued.

Should the Contractor fail to provide the information timeously, the Client may arrange for additional surveys, exploratory holes, marking up of drawings, etc. to obtain and record the necessary information. All costs to obtain and record the information will be deducted from payments due to the Contractor.

PS 9 INFORMATION SUPPLIED BY THE CLIENT

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Client accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 10 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus material shall be spoiled at a site provided by the contractor, unless specifically scheduled otherwise in the schedule of quantities.

PS 11 NON-WORKING DAYS

The contractor shall not work on Sundays or on the following statutory Public Holidays : New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's' Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

PS 12 SAMPLES

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Client reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

PS 13 MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Client's Agent.

PS 14 PROPRIETARY MATERIALS

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 Client's Agent.

PS 15 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Client's Agent, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Client shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

PS 16 SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Client at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Client's Agent. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Client shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Client's Agent. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Client's Agent. Accurate control off-line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Client and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Client for this survey work. Any assistance, including checking given to the Contractor by the Client or any setting out done by the Client for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Client's Agent. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Client and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Client's Agent. The Client shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

The contractor must verify with the Client prior to construction whether the coordinates shown on the drawings have reference to the Clarke 1880 or WGS 84 system.

PS 17 CONTROL OF NOISE AND DUST

All noise and dust to be kept to the lowest level possible.

PS 18 SOURCE OF CONSTRUCTION MATERIAL

The location and procurement of all imported material will be the responsibility of the Contractor. Rates tendered for all imported material shall include haulage. All manufactured materials shall carry the SABS mark.

PS 19 FREEHAUL

All tendered rates shall allow for all transport costs. The free haul distance for the purpose of this Contract will be unlimited unless otherwise indicated in the schedule of quantities.

PS 20 DRAINAGE OF EXCAVATIONS AND TRENCHES AND PLANNING OF SUCH ACTIVITIES

The Contractor is responsible for the drainage of excavations and trenches and shall therefore provide, work and maintain the pumps and other plant required for this purpose. Drainage of trenches and excavations will not be measured and paid for separately and the cost thereof will be deemed to be covered by the prices tendered and paid for the various items of work included under this contract.

During the wet winter months, the extent of open trenches shall be limited to reduce the risk of any delays. The Contractor shall be responsible for planning the work accordingly.

The Contractor shall amend his preferred working method by for example opening up and immediately closing up of trenches once the short section of pipe is laid to prevent any material from becoming unsuitable or saturated.

Indiscriminate working methods, lack of proper planning and protection of the works during the winter months resulting in a delay shall not be considered a circumstance, event or act on which a claim may be based and such claim shall not be payable by the Client.

No additional payment will be made for altering the working method.

PS 21 SAFETY OF TRENCHES

The strutting and shoring of excavated faces, if necessary, will be the responsibility of the Contractor and will not be measured and paid for separately. The Contractor, however, will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers and to prevent delays caused by slope failures.

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

- (a) prevent damage occurring to the trenches or any other part of the Works;
- (b) prevent damage to or physical loss of the property of any person;
- (c) eliminate the risk of injury to any person;

during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent re-opening of the trenches after the holiday period shall be for the Contractor's account.

PS 22 REPORTING REQUIREMENTS

The Contractor shall promptly submit the schedules and reports at Contract stage as requested by Client's Agent. Updated reports must be submitted to the Client two days before site meetings. Should the Contractor fail to provide the necessary documentation, the Client may proceed to compile such documentation which costs will be deducted from payments due to the contractor.

- ◆ Bar chart or sloping bar chart schedule showing staff requirements by time interval and reflecting work planned by time interval.
- ◆ A monthly report showing planned progress versus actual progress giving details of how the Work will be completed in relation to the schedule.
- ◆ Daily major construction equipment report
- ◆ Daily staff report by crafts
- ◆ Procurement schedule for the procurement and receipt of materials, equipment and subcontract services by Contract and a monthly status report of all such materials and equipment
- ◆ MIG forms (approximately 5 pages) including employment details, expenditure and programme.

PS 23 TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 24 EMPLOYMENT OF LOCAL LABOUR

It is the intention that the project, of which this contract is a part, should make the maximum possible use of the local labour force which is at present under employed.

To this end the contractor is expected to limit non-local employees to key personnel only and to employ local labour on this contract.

The contractor shall fill in Schedule T2.2.11: Schedule of Estimated Local Labour to be Employed on the Contract and state how many non-local key personnel he intends to employ in the various categories. The tenderer must also state on this form the number of local labourers he intends employing for this contract.

The numbers stated in the above-mentioned data sheet will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Client.

The workforce utilized on the contract is to comprise only of local workers within the area of the jurisdiction of the client i.e. within municipal boundaries. The Client may, at his discretion, upon receipt of a written and fully motivated application from the contractor and where he deems the circumstances so warrant, authorize in writing that non-local temporary works, not being his Key Personnel, be included in the workforce.

The contractor shall pay to all temporary workers engaged in terms of this clause, not less than the minimum rate of remuneration as specified in the Appendix to Tender.

The contractor must provide records of all labour employed including name, surname and ID number, differentiating between male, female, local or non-local key personnel, youth and handicapped on a monthly basis. This record must also indicate the total number of man-hours and total remuneration of labour. Monthly payment certificates will only be processed if they are accompanied by the completed reports.

All costs, relating to identification, acquisition, allocation, training, relieving labour of their duties, problem-solving and attending to any other matters in order that the employment of local labour proceeds smoothly, shall be included in the relevant rates.

PS 25 COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all time use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the Client fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Client's Agent. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the contractor shall not give effect there-to without a prior written instruction from the Client's Agent. Where the contractor is of the opinion that any instruction of the Client issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rate and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 10.1 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10.1.1.1 shall be reduced to five (5) normal working days in respect of all claims submitted in terms of this clause.

PS 26 SECURITY CONTROL

The Contractor will be responsible for the safety and security of his personnel and the site in general all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment. The safeguarding of excavations in particular shall be a priority.

The Contractor shall provide security watchmen for this contract, as he deems fit at no extra cost for the Client.

PS 27 MATERIALS OFF SITE

Should the Contractor claim payment of a portion of the value of some or all of the pipes, valves or any other material held in off-site stores the items concerned must be clearly marked as the property of the Client. A certificate to this effect and confirmation that the relevant items have been paid for shall accompany his claim detailing the items and serial numbers as well as the street address of the store where the plant and equipment have been insured in terms of the general Conditions of Contract. The Contractor shall in writing provide documentary proof from the insurance company that these items are fully covered by the insurance policy concerned while the plant and equipment are stored away from the Site (street address of store to be stated).

PS 28 PHOTOGRAPHS

The Client and any of their agents shall at all times be allowed to photograph or film (video) any activities on site and the use of such shall be unlimited.

PS 29 WORK IN RESTRICTED AREAS

No additional payment will be made under this contract for work done in restricted areas.

1. Appointment:

The area identified for the roads and stormwater upgrades is one projects. Only one (1) Contractor will be appointed. Bidder are to ensure to complete all the pricing schedules.

** All construction to follow standards outlined in SABS 1200 and COLTO.*

CONTRACT MANAGEMENT AND REPORTING

- The municipality will be responsible for the contract administration and the management of project finances. The delivery of project outputs will be managed by the municipality, in line with the agreed Project Implementation Plan.

GENERAL CONDITIONS:

- a) All materials must be applied strictly in accordance with the relevant technical specifications and application manual of the product.
- b) The contractor must remove all rubbish from the site.
- c) The successful contractor must also supply his own temporary storage room/container for keeping and locking up tools, building materials and accessories during such time it takes to complete the project, if needed.
- d) The quotation must include all related expenses, i.e. all new material, transport of material, labour and the removing of all refuse.
- e) A written guarantee for a period of 1 year, to the value of 10% of the contract value, must be submitted within 14 days of inception meeting. Should any defects occur due to poor workmanship under this quotation the contractor must repair the defects at his or her own cost to the satisfaction of the Municipality. The 1-year period commence from the date of completion.
- f) Access to the construction area could be done via the existing roads. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates. The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites.
- g) If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.
- h) It is the Contractor's responsibility to supply and deliver all materials that complies with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.
- i) The construction site is situated in a built-up area, therefore the Contractor shall ensure the least possible disruption of movement of the public during construction.
- j) Construction methods must be such a nature that no property or life is endangered. The Client accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalisation and approval of the construction program.
- k) The Contractor himself is responsible for liaison and the necessary arrangements with private owners, the relevant road authorities, Telkom and the Hessequa Municipality regarding the position of existing services in respect of the finalisation and approval of the works program.
- l) The Contractor himself is responsible for liaison with house owners in respect of programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.
- m) Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.